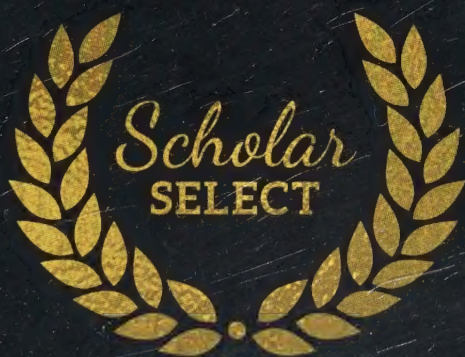


Employers & Workmen Under the Munitions of War Acts, 1915-1917



THOMAS ALEXANDER 1853-1928 FYFE, GREAT BRITAIN.
MUNITIONS OF WAR ACT, 1915, GREAT BRITAIN. MUNITIONS OF
WAR ACT, 1916, GREAT BRITAIN. MUNITIONS OF WAR ACT, 1917



Digitized by the Internet Archive
in 2025

https://archive.org/details/isbn_9781362125754

**Employers & Workmen Under the Munitions
of War Acts, 1915-1917**

EMPLOYERS AND WORKMEN

UNDER THE

MUNITIONS OF WAR ACTS

<i>First Edition,</i>	-	<i>3rd March, 1916</i>
<i>Do.</i>	<i>Second Impression,</i>	-	<i>13th March, 1916</i>
<i>Do.</i>	<i>Third Impression,</i>	-	<i>10th June, 1916</i>
<i>Second Edition,</i>	-	<i>10th March, 1917</i>
<i>Do.</i>	<i>Second Impression,</i>	-	<i>21st April, 1917</i>
<i>Third Edition,</i>	-	<i>1st November, 1918</i>

EMPLOYERS & WORKMEN

UNDER THE

MUNITIONS OF WAR ACTS

1915 - 1917

BY

THOMAS ALEXANDER FYFE

THIRD EDITION

UNIV. OF
CALIFORNIA

LONDON AND EDINBURGH

WILLIAM HODGE & COMPANY

1918

HD 9743
G 7 F 8

PRINTED BY
WILLIAM HODGE AND COMPANY
GLASGOW AND EDINBURGH

THE
HODGE & CO.

PREFACE TO THIRD EDITION

THE Munitions Code has been so materially altered by the third Munitions Act, that, to bring this book up to date, I have had practically to re-write it. In doing so, I have taken the opportunity to somewhat expand the introductory narrative, to present a short historical view of the evolution of this emergency legislation.

I have in this edition been reluctantly compelled to abandon what in last edition was known as the piebald appendix, showing the clauses of the 1915 and 1916 Acts in combined form, but in different coloured ink. I am told this has been found very useful, but it is not practicable to treat *three* statutes in this way. I have, however, in Appendix I., combined the three Acts, so as to present the present code in its consecutive form. For convenience of reference, I have also printed in Appendix II. the text of the three Acts separately.

Since the last edition was published the appeal judges have issued many interesting and important judgments, and I have brought my summary of decisions up to date in Appendix XIII.

Many of the earlier decisions, both of the local and appeal tribunals, were in cases where the complaint was refusal to grant a leaving certificate, but I have retained those in which general principles have been

PREFACE TO THIRD EDITION

discussed bearing upon the relationship, or the rights and obligations, of workmen and their employers, as these principles may apply to circumstances arising also under the new code.

I have taken this opportunity of greatly expanding the Index, so as to make it, in effect, an epitome of the Munitions of War Acts.

T A. F.

GLASGOW, *October*, 1918.

PREFACE TO SECOND EDITION

WHEN this book was issued a year ago, the 1916 Act (which materially altered the original Act) had just been passed, and the Appeal Tribunals (which were first constituted by the 1916 Act) had not yet become operative. In the year which has elapsed, many interesting and important judgments have been pronounced by the Appeal Judges, and these are summarised and commented upon in the present volume. An important Dilution of Labour Scheme has also come into operation, and a great many Orders and Directions have been made by the Ministry of Munitions, the Admiralty, and other Government Departments, which are of interest to employers and workmen and their representatives, to chairmen, assessors, and officials of Munitions Tribunals; and to others affected by the Munitions Acts.

I am gratified to be assured from many sources that the first edition, despite its brevity, was found helpful in interpreting the scope and intention of this emergency legislation, and it is urgently represented to me that a new edition, embodying the experience of the past year, would be welcomed by the many who are deeply interested, but are too busy to find time to study for themselves the intricacies of the statutory enactments and official orders.

I have pleasure in acceding to the request that I should bring the book up to date. In doing so, I have discarded formalities, and endeavoured to present, in compact form, a complete Munitions Code.

T. A. F.

GLASGOW, *March*, 1917.

PREFACE TO FIRST EDITION

THIS is not a legal treatise. It merely explains in popular language the scope and effect of the Munitions Acts. The surest way to avoid contravening any Act of Parliament is for all interested to make themselves familiar with its enactments.

My experience in the Munitions Tribunal convinces me that a very large proportion of the disputes which arise might be avoided, if employers or their representatives (especially under-managers, foremen and others who are in personal touch with the men) and also workmen or their representatives (especially Union officials, shop stewards and others who advise the men) were more careful to acquaint themselves thoroughly with the details of the novel conditions under which at present industrial work is conducted

I venture to hope that this little book may be of some service in avoiding disputes.

For convenience of reference, I have, in an Appendix, imported the amendments into the text of the original Act, and printed the entire code in consecutive form, the original enactments being in black type, and the amendments in red, with Notes where explanation seemed necessary.

I have to acknowledge the valuable assistance of Mr. T. F. Wilson, Solicitor, the experienced Clerk of the Munitions Tribunals at Glasgow, who has been good enough to revise the proof sheets.

T. A. F.

GLASGOW, *March*, 1916.

CONTENTS

	PAGE
APPENDIX VIII —FORM OF MEDICAL CERTIFICATE, - -	209
APPENDIX IX —WAR MUNITIONS VOLUNTEERS, - -	211
APPENDIX X. —ARMY RESERVE MUNITIONS WORKERS, -	225
APPENDIX XI. —COMMITTEE ON PRODUCTION AND SPECIAL ARBITRATIONS TRIBUNAL MEMO- RANDUM, - - - - -	239
APPENDIX XII —STATUTORY OFFENCES, - - -	261
APPENDIX XIII —APPEAL TRIBUNALS DECISIONS, - -	271
INDEX, - - - - -	341

APPEAL TRIBUNALS DECISIONS

INDEX OF CASES

	PAGE
Abbott and Rea v. Cammell, Laird & Co., - - - - -	331
Alderson v. Smith, - - - - -	277
Amalgamated Society of Carpenters and Joiners v. Ramage & Ferguson, - - - - -	313
Associated Ironmoulders v. Atlas Foundry Co., - - - - -	331
Baston v. Minister of Munitions, - - - - -	300
Bayliss v. Worsey Ltd., - - - - -	283
Beardmore & Co., Ltd. v. Millar, - - - - -	315, 319
Bennett v. Kings Norton Metal Co., - - - - -	329
Birmingham Sheet Metal Workers v. Collins, - - - - -	329
Boyd & Forrest v. Climie, - - - - -	307
Briggs v. L & S-W Railway, - - - - -	280
Clyde Trustees v. Mackenzie, &c., - - - - -	287
Colley v. Minister of Munitions, - - - - -	298
Collins v. Brazil, Straker & Co., - - - - -	306
Consterdine v. Armstrong, Whitworth & Co., - - - - -	303
Cowieson v. M'Guiness, - - - - -	325
Curnock v. Butler, - - - - -	308
Dodds v. Thomson & Son, - - - - -	332
Donaldson v. Kearns & Co., - - - - -	272
Dougherty v. Harland & Wolff, - - - - -	275
Doulton & Co. v. Stewart, - - - - -	316
Fagan v. National Projectile Factory, - - - - -	300
Fairfield Shipbuilding Co. v. Richmond, - - - - -	292
Foden v. Jacquet Maurel & Caudac, Ltd., - - - - -	314
Foster v. Bolton & Sons, Ltd., - - - - -	301

INDEX OF CASES

	PAGE
George v. Larne Shipbuilding Co., - - - - -	273
Gleaves v. White & Poppe, Ltd , - - - - -	309
Gloucester Railway Carriage Co v Trapp, - - - - -	302
Gosnell v. Minister of Munitions, - - - - -	298
Gullet v Benthall & Co., Ltd., - - - - -	335
Harvey & Co., Ltd v. Saunders, - - - - -	284
Holes v. Day, Summers & Co , - - - - -	313
Hoyle v. Harland & Wolff, - - - - -	321
Inghs & Co., Ltd. v. Walker, - - - - -	289
Kerr Bros. v. Straiton, - - - - -	283
Kilby v. Ordnance Factories Superintendent, - - - - -	310
Kinder v. Delta Metal Co., Ltd., - - - - -	295
Knight v Navy and Army Canteen Board, - - - - -	283
Lane v. Ordnance Factories Superintendent, - - - - -	311
Lorimer v Kerr & Sons, - - - - -	323
Mallon v. Harland & Wolff, - - - - -	312
Mayne v Micanite Co , - - - - -	281
M'Guinness v. Bow, MacLachlan & Co., - - - - -	323
M'Kelvie v. Harland & Wolff, - - - - -	312
M'Kie & Baxter v. Barrie, - - - - -	271
M'Lean v. Yarrow & Co., - - - - -	293
Merry & Cunningham v Paterson, - - - - -	331
Morris v Rudge Whitworth Ltd , - - - - -	329
Mullins v. L. B. & S. C. Railway, - - - - -	304
Padgett v. Hornsby & Sons, - - - - -	307
Payne v Brazil, Straker & Co., - - - - -	311
Perris v. Wolseley Motors, Ltd., - - - - -	276
Preston v. Knox, - - - - -	282
Proudlar v York Copper Works, Ltd., - - - - -	274
Rawnsley v. Bradford Dyers Association, - - - - -	278
Ritchie, Graham & Milne v. Dougan, - - - - -	295
Robinson & Co., Ltd. v. Kerr, - - - - -	297

INDEX OF CASES

	PAGE
Rodgers <i>v.</i> Menzies & Co.,	310
Rutter <i>v.</i> Henley's Telegraph Works, Ltd.,	290
Sabin <i>v.</i> British Thomson Houston Co.,	306
Sandberg <i>v.</i> Dawnay & Sons, Ltd ,	281
Scott <i>v.</i> M'Lellan,	332
Scottish Iron and Steel Co. <i>v.</i> Hands,	296
Scottish Tube Co. <i>v.</i> M'Gillivray,	296
Shaw <i>v.</i> Lincoln Wagon Co ,	279
Shelton Iron and Steel Co. <i>v.</i> Hassall,	294
Stierlin <i>v.</i> General Stores Co.,	318
Stothert & Co. <i>v.</i> Hooper,	299
Swales <i>v.</i> Great Eastern Railway,	291
Taylor <i>v.</i> Osborn,	303
Thomson <i>v.</i> Toolmakers, Ltd ,	298
Thornycroft & Co. <i>v.</i> Stenhouse,	302
Waugh <i>v.</i> Duncansons, Ltd.,	322
Whittingham <i>v.</i> New Liverpool Rubber Co ,	277

EMPLOYERS AND WORKMEN

UNDER THE

MUNITIONS OF WAR ACTS.

1. The Munitions Acts form part of a large body of emergency legislation necessitated by the war. Of course the outbreak of war in any country alters many social and economic normal situations, and necessitates special laws being promulgated. This particular legislation was not enacted at the very beginning of the war, but it had not been long in progress till it became apparent that an overwhelming supply of munitions of war for Great Britain and her Allies was the essential element in the successful prosecution of the war, and, to attain this, the organisation of an important section of the British industrial world upon a new basis became imperative. On 9th June, 1915, a new Government Department was created by the passing of the Ministry of Munitions Act, 1915, which added to the British Cabinet a Minister of Munitions, charged with the duty "to examine into and organise the sources of supply and the labour available for the supply of any kind of munitions of war."

5 & 6 Geo. V
c. 54.

5 & 6 Geo. V
c. 99

5 & 6 Geo V.
c. 51

Order in
Council, 16th
June, 1915

2. Many and varied difficulties faced the Minister of Munitions in carrying out this big commission, and

2. EMPLOYERS AND WORKMEN.

5 Geo. V
c. 37, s. 1 (1)
(d).

5 & 6 Geo. V.
c. 54.

5 & 6 Geo. V.
c. 99.

7 & 8 Geo. V.
c. 45, s. 12.

legislation was necessary to give him the requisite powers for the direction and distribution of munitions work, in such a manner as to get the best results from the available resources. The Defence of the Realm Acts, which had been passed at the beginning of the war, only went the length of permitting the Government to use private factories for national work, and more than that was needed to bring the whole direction and distribution of munitions work under one control, for the purpose of ensuring continuous work, and the largest possible production. Accordingly, on 2nd July, 1915, there was passed the "Munitions of War Act, 1915," which, after a short and troubled life of only some six months, was, on 27th January, 1916, amended by the "Munitions of War (Amendment) Act, 1916," and on 21st August, 1917, this emergency legislation was in material respects again altered by the Munitions of War (Amendment) Act, 1917, which was directed to be construed as one with the 1915 and 1916 Acts, the whole to be cited together as the Munitions of War Acts, 1915 to 1917.

3. The scheme of this legislation briefly was that, for the time being, the Munitions Acts became the charter of industry, so far as regards employment on or in connection with "munitions work"; that employers and workmen alike came under the direction of the Ministry of Munitions or the Ministry of Labour, or some other Government Department of control; that certain recognised methods of forcing settlement of trade disputes were declared illegal, and temporarily supplanted by a system of statutory arbitration; that in many respects freedom of contract of service was temporarily abrogated; and that the excess profits arising from an increased volume of work, which in normal times fall

to an employer, in controlled establishments, were partially allotted to the State.

4. Such drastic interference with many long recognised customs and practices is justified only by the national need, and that this is temporary legislation is emphasised in the Acts. It is an emergency code, for the period of the war only. The original Act begins by calling itself an Act "to make provision for furthering the efficient manufacture, transport, and supply of munitions for the present war." It ends with the declaration that it "shall have effect only so long as the office of Minister of Munitions and the Ministry of Munitions exist," and the Act which created that Ministry declared also that it "shall cease to exist on the termination of a period of twelve months after the conclusion of the present war, or such earlier date as may be fixed by his Majesty in Council."

1915 Act.
Preamble.

1915 Act, s. 20 (2).

5 & 6 Geo. V.
c. 51, s. 6.

5. The war had been nearly a year in progress before the first Munitions Act was passed, but it had become apparent, very shortly after the outbreak of hostilities, that there must be modification of existing labour arrangements. Voluntary enlistment began to create in some trades shortage of labour, and the existing lines of demarcation of work became unsuited to the most expeditious and greatest possible production. For an intelligent understanding of some of the statutory enactments it may be useful to refer briefly to what led up to them.

6. Both employers' federations and trade unions realised from the first the necessity, in the national interest, for speeding up work, and increasing output, in the shipyards, and engineering shops, and munitions

factories; and, immediately after the outbreak of war, conferences commenced between employers and trade union leaders. The unions were naturally reluctant to recognise the necessity for the introduction of semi-skilled, or unskilled, or female labour, where skilled labour had been accustomed to be employed; and whilst, as regards such proposed changes in practice as dilution of skilled labour, suspension of work demarcations, employment of non-union labour, &c., the employers' federations were willing to give guarantees that the changes should subsist only for the duration of the war, the unions felt that this would only bind firms within the federations, and so they desired a Government guarantee of the temporary nature of such changes as regards *all* employers, whether federated or not. Various conferences were held, but without definite results, between October, 1914, and January, 1915.

7. In February, 1915, the Government appointed a Committee, known as "The Committee on Production," to report, after conference with representatives of employers and workmen, as to the steps desirable to be taken to make the productive power of the country's industrial establishments fully available for the national needs. This Committee immediately set to work, and, at short intervals, made three reports, dealing with such matters as irregular timekeeping and broken squads, the fixing of piecework rates, the settlement of disputes, &c. Amongst the recommendations of this Committee were the prohibition of the reduction of piece rates, unless warranted by change in methods of production; the suspension during the war of demarcation lines, with the qualification that relaxation of demarcation should not adversely affect rates cus-

tomarily paid for a job, and that necessary adjustments should be made, so that men who customarily did a job shall maintain their previous earnings, and that a record of departures should be kept; that all disputes should be referred to a Government nominated tribunal for final settlement; that a strike or lockout should be prohibited during the war; and that, subject to these safeguards, semi-skilled or unskilled labour should be employed on munitions work, along with skilled labour.

8. The Government concurred in the Committee's recommendations, and appointed them an arbitration board to deal with disputes. It is as an arbitration tribunal that the Committee on Production is best known, and the duties which this Committee has discharged have been, and continue to be, onerous and often delicate.

9 The next definite step was the adjustment of what was known as the "Shell and Fuses Agreement," early in April, 1915, arrived at by conference between the engineering employers' federation and the allied engineering trade unions, in the adjustment of which agreement the leading part was taken by the Amalgamated Society of Engineers. It was submitted to a ballot vote of their members, who accepted it. This agreement was intended to apply primarily to the manufacture of shells and accessories, and tools used in connection therewith. It sanctioned, for the duration of the war, work, hitherto done exclusively by skilled workmen, being shared by semi-skilled or female labour, conditional upon the rates paid being those recognised in the district for the class of work; but it provided that the work of making tools and gauges should be done by skilled men, and that those setting up machines

should also be fully qualified. It was also conceded that tool makers or setters up might be drawn from different branches of the engineering industry, provided they were qualified to perform the operation they undertook, and were paid the district standard rates.

10. The Shell and Fuses Agreement, however, had dealt only with operations. The larger questions, of principle, which ultimately were dealt with in the Munitions Act, 1915, were the subject of further repeated conferences between the Government and the trade union leaders, and the proposals accepted were embodied ultimately in what was known as "The Treasury Agreement." The miners' representatives had taken part in the earlier conferences, but they retired, their objection, it is understood, having been to the principle of compulsory arbitration. The Amalgamated Society of Engineers had also demurred to the agreement as not being comprehensive enough, and subsequent conferences between them and Government representatives resulted in a supplemental agreement, introducing such elements as the control of employers' profits, the confining of the relaxation of trade practices solely to munitions work, the class of workmen who should handle new tools or inventions not in use before the war, &c. The main features recognised by the Treasury Agreement, as thus supplemented, were that there should be no stoppage of work, that differences should be referred to arbitration; that, to accelerate output, trade practices should be relaxed during the war; that employers' profits should be restricted; and that these changes should be safeguarded in the manner which, substantially, was afterwards embodied in Schedule II. of the Munitions Act, 1915.

11. The Treasury Agreement, although a considerable step forward in expediting production, lacked the element of compulsion. Its proposals were recommendations merely, which employers might or might not observe, and there was no penalty attached to taking part in a strike or lockout. The Treasury Agreement, however, paved the way for legislation, and meantime its recommendations were largely adopted in various districts, through the agency of what was called an "Armament Committee," consisting of employers and trade union representatives in the district, along with representatives of Government Departments.

PROHIBITION OF STRIKE OR LOCKOUT.

12. In the Munitions Code, one of the leading provisions is that a strike or lockout is, during the war, illegal. Both these terms received a somewhat broader statutory meaning than they had hitherto borne, a "strike" being defined in the 1915 Act as meaning—

"The cessation of work by a body of persons employed acting in combination, or a concerted refusal, or a refusal under a common undertaking of any number of persons employed, to continue to work for an employer, in consequence of a dispute, done as a means of compelling their employer, or any person or body of persons employed, or to aid other workmen in compelling their employer, or any person or body of persons employed, to accept, or not to accept, terms or conditions of or affecting employment."

1915 Act, s.
19 (b).

And a "lockout" being defined as meaning—

1915 Act, s.
19 (a)

"The closing of a place of employment, or the suspension of work, or the refusal by an employer to continue to employ any number of persons employed by him, in consequence of a dispute, done with a view to compelling those persons, or to aid another employer in compelling persons employed by him, to accept terms or conditions of or affecting employment."

1915 Act, s.
2 (1).

Taking part in a strike or a lockout is a statutory offence, punishable, in the case of workmen by a fine of £5 for each day or part of a day during which the strike continues; and in the case of employers by a fine of £5 in respect of each man locked out for each day or part of a day the lockout continues.

1915 Act, s.
14 (1) (b).

1917 Act, s.
3 (1).

13. A misconception now unfortunately prevails that, although the 1917 Act did not expressly repeal the definition clause of the original Act, nor the prohibition clause, still, inferentially, the prohibition against a strike or lockout was abrogated, when the 1917 Act came into operation, because it was no longer necessary for a workman desiring to change his sphere of occupation to obtain a leaving certificate. This is an erroneous and mischievous view. The strike and lockout prohibition was not part of the leaving certificate scheme of Part II. of the 1915 Act at all. It was part of the arbitration scheme of Part I. of that Act. The essence of the offence of taking part in a strike or lockout is using either of these methods of industrial warfare for the purpose of bringing about a settlement of an industrial dispute, instead of referring that dispute for settlement by arbitration. The strike

1915 Act, s.
7 (1).

1915 Act, s.
2 (1).

PROHIBITION OF STRIKE OR LOCKOUT. 9

and lockout prohibition was not affected by the 1916 Act, nor the 1917 Act, and it still remains an offence to take part in a strike or a lockout.

14. The prohibition against a strike or lockout primarily applies to a "person employed" on or in connection with munitions work. The Munitions Act accordingly does not reach a person, not an employee, who may nevertheless be the instigator of a strike or lockout. But any person who encourages such methods of attempting to force a settlement of industrial differences takes the serious risk of coming within the much more drastic penalty of the Defence of the Realm Regulations, which cover "any person," whether an employer or an employee or not, who "attempts to impede, delay, or restrict the production, repair, or transport of war material, or any other work necessary for the successful prosecution of the war"—a broad enactment which seems to cover *any* person who encourages a strike or lockout, which would interrupt the continuity of work on or in connection with munitions of war.

1915 Act, s.
2 (1).

Defence of
Realm Regu-
lations, 42-58.

15. The strike and lockout prohibition, with its accompanying privilege of having differences settled by arbitration, whilst primarily affecting persons employed on munitions work, may be made applicable by Royal Proclamation to any kind of other work if a difference has arisen which is "directly or indirectly prejudicial to the manufacture, transport, or supply of munitions of war." Such a Proclamation was made, for instance, in July, 1915, applying Part I. of the Act to a dispute which had arisen in the South Wales coal mining industry, although the winning of coal is not, strictly speaking, munitions work in the statu-

1915 Act, s. 3.

Order 641,
13th July,
1915.

Order 732,
24th Oct.,
1916.

Order 865,
18th Aug.,
1917.

Order 229,
27th Feb.,
1918.

tory sense. A similar Proclamation was made, in October, 1916, in regard to a dock labourers' dispute on the Clyde; and, in August, 1917, in regard to a dispute regarding the wages of locomotive drivers and firemen on the railways of the United Kingdom; and in February, 1918, in regard to a dispute between employers and enginemmen and boiler tenters in cotton mills in Blackburn district.

16. Under the original Act there was room for difference of opinion as to the meaning of a "person employed"; and, to remove doubts as to whom the Act applied, a definition of "workman" was inserted in the 1916 Act, covering "not only persons whose usual occupation consists in manual labour, but also foremen, clerks, typists, draughtsmen, and other persons whose usual occupation consists wholly or mainly in work other than manual labour." But whatever his class, a workman (subject to the above-mentioned power of extension of the Act by Proclamation) does not come within the Munitions Act, unless he is employed "on or in connection with munitions work," as now defined in the 1916 Act.

1916 Act, s.
12.

1916 Act, s. 9.

SETTLEMENT OF DISPUTES BY ARBITRATION.

1915 Act,
Part I.

1915 Act, s.
3.

17. As a *quid pro quo* for the prohibition of the strike or lockout, the original Munitions Act set up a scheme of arbitration, of which either employers or workmen might avail themselves, and this scheme still exists for the settlement of "differences as to rates of wages, hours of work, or otherwise as to terms or conditions of or affecting employment on or in connection with munitions work," whether such difference arises between "any employer and persons employed, or between two

or more classes of persons employed." The scheme of the arbitration part of the Act is that there is to be no stoppage of work in order to coerce employers to grant, or to coerce workmen to accept, working conditions of any sort. The anxiety to avoid stoppage of work is evidenced by the unique provision that a difference may be arbitrated upon in anticipation. It is not necessary for the parties to wait till a difference assumes the acute form of an actual dispute, for it is competent for either party to report to the Board of Trade any difference which "exists or is apprehended." Either party may report the difference to the Board of Trade, and the prohibition against a strike or lockout is absolute, if the Board of Trade refer the difference within twenty-one days of its being reported. The powers of the Board of Trade under section 1 of the Munitions Act, 1915, have now been transferred to the Ministry of Labour, to whom differences should be reported. When the Ministry of Labour have taken steps to promote a settlement of a difference by referring it to the Committee on Production, the award of the Committee accordingly is an award within the meaning of Part I. of the 1915 Act (*Dougherty v. Harland & Wolff, Limited*, 1918, Eng. App. Rep., vol. ii., p. 1). Where differences cannot be amicably settled, either party may call for arbitration, and communications should now be addressed to the Minister of Labour, Montagu House, London.

1915 Act, s.
1 (1).

New
Ministries
Act, 1916,
s 2.

P. 275.

18. The statutory provisions do not, of course, preclude parties from settling their differences by private negotiation, or private arbitration, so long as work is not suspended, but if these methods are not available, or not successful, either party, or a Government Department, may report the difference (subject to regulations

1915 Act, s.
1 (1).

1917 Act, s.
6 (1).

- 1915 Act, s. 1 (2). which may be made by the Minister of Labour) to the Board of Trade, who may, if it appears to them a *bona fide* difference, and the Board has not settled it otherwise within twenty-one days, refer it for settlement to (a) the Committee on Production; or (b) a single arbiter named by the parties, or, in default of agreement, nominated by the Board of Trade; or (c) a Court of Arbitration, consisting of an equal number of employers and workmen's representatives, with a chairman appointed by the Board of Trade. The award is directed to be made within fourteen days if practicable. It may be retrospective, and it is final, and it at once becomes binding on the parties immediately interested. It may also bind those engaged in the same industry generally, or in a particular district, if the Minister directs that, with or without modifications, it shall so apply; and a great many awards have under this provision been extended to others than the original disputants, by orders made by the Minister. Failure to implement an award is an offence punishable by fine of £5 for each day or part of a day the award is not implemented by an employer or a workman, as the case may be. The whole arbitration scheme is contained within the Munitions Acts. The Arbitration Act, 1889, is not applicable to a dispute arising under the Munitions Acts.
- 1915 Act, s. 1 (4).
- 1915 Act, s. 14 (1) (a).
- 1916 Act, s. 23.

19. It sometimes happens that an award is not very clearly expressed. In that event, the proper course is for the parties to go *together* to the arbitrator, to ask for explanations. It is not proper for one party alone to communicate with the arbiter. If they cannot agree to go together, then either party may report the difficulty of interpreting the award to the Ministry of Labour, who may refer it to the arbitrator, as a new "differ-

ence," for his decision. But arbitrators should be careful to avoid the irritation of such a course, by making their original awards clear. "There is no technical rule governing awards made under this statute. So long as an award is an award, it can be made in any form; but I desire to emphasise the point that, in my opinion, it is very important that awards made under this statute should be carefully considered by the arbitrators, and expressed in such clear language that there can be no doubt as to their meaning." (Per Mr. Justice Atkin in *Proudler v. Yorkshire Copper Works, Limited*, 1918, Eng. App. Rep., vol. ii., p. 9.) P. 274

20 In addition to the arbitration scheme of Part I. of the 1915 Act, a new possible mode of effecting settlement of disputes in certain cases was introduced by the 1916 Act. That Act empowered the Minister of Munitions to make orders giving directions in regard to wages or other working conditions of semi-skilled or unskilled male workers, and of female workers, and where a dispute relates to matters on which the Minister has thus given directions the difference may be referred to a special arbitration tribunal, instead of to the Committee on Production, or to a single arbiter, or to a Court of Arbitration, under Schedule I. of the 1915 Act. Such a special arbitration tribunal, constituted by the Minister of Munitions, must include at least one woman if female workers are interested, and the Minister may refer to this special tribunal, for advice, any question as to what directions he should give under his powers above referred to. It is a question of circumstances whether a "difference" must be referred to a special arbitration tribunal. The jurisdiction of the munitions tribunal, to entertain the question whether the Act has been observed, is not necessarily ousted, because a

1916 Act, s. 7.
1916 Act, s. 6.

1915 Act, s. 8.

1916 Act, s. 8.

P. 292.

special arbitration tribunal may have been set up (*Fairfield Shipbuilding Company, Limited v. Richmond*, 1918, S A.R., vol. i., p. 126).

P. 239.

1916 Act, s. 8.

1917 Act, s.
1 (2).

21. As illustrative of the magnitude of the statutory arbitration work created by the Munitions Acts, it may be mentioned that in the course of the three years during which the arbitration scheme of the Munitions Acts has been in operation, the "differences" which have been settled by arbitration have numbered over 4700, representing in round numbers about 1500 a year. An interesting "White Paper" was recently presented to Parliament upon the work for the year ending 30th April, 1918. This is printed in an Appendix. Of the three methods sanctioned by Schedule I. of the 1915 Act, the "Court of Arbitration" has not been very largely resorted to, only some 43 disputes having been determined by a Court consisting of employers and workmen's representatives, with a neutral chairman. Since the passing of the 1916 Act (27th January, 1916), about 230 cases have been disposed of by special arbitration tribunals, constituted in virtue of the powers conferred by that Act upon the Minister of Munitions for the settlement of differences relating to semi-skilled, unskilled, and female labour; and since the passing of the 1917 Act (August, 1917) about 40 cases have been disposed of by special arbitration tribunals constituted under that Act. But the great bulk of the differences which have arisen has been dealt with either by the Committee on Production, or by single arbitrators, awards by the Committee on Production numbering over 2000, and by single arbitrators over 2400. The matter of wages is, of course, the thing which most closely touches the working classes, and naturally the great majority of the differences have

arisen in connection with claims for increase of pay; but the scope of the arbitration provisions of the Act is very wide, and the money aspect does not exhaust the possibilities of differences arising "otherwise as to terms or conditions of or affecting employment on or in connection with munitions work." Many interesting questions have arisen which have other than a money interest, as, for example, questions relating to demarcation, where new methods of work were being adopted, and there was doubt as to what class of craftsmen should be employed on particular work, or as to the distribution of bonuses, or as to the basis for piecework rates, or premium bonus or other systems of payment by results, or as to what is a change of working practice in the sense of Schedule II. of the 1915 Act, or as to the meaning of "customarily" in the orders relating to female and semi-skilled or unskilled labour, or as to the meaning in special circumstances of such industrial terms as "dirty work," or "defective work," or "danger money," or "fair wages," or "standard rate of wages," or "time and bit," or "waiting time," or the like; or questions relating to overtime, or night-shift allowances, or meal hours, or holidays, or Sunday work; or as to the operation of recognised sliding scales of pay, or questions relating to the operation of trade agreements, or the effect of weather conditions interrupting work, or the meaning of "war advances" in awards, and many other varieties of industrial questions. The whole complicated machinery of industrial work and pay in one form or another arises before arbitration tribunals, and many important principles have been laid down in arbitration awards which may be valuable in the after-war adjustment of industrial conditions.

1915 Act, s 3.

MEANING OF "MUNITIONS WORK"

22. As the prohibition against a strike or lockout, and the relative arbitration provisions, apply to munitions works, it becomes important to have a clear understanding as to what falls within the term "munitions work." There was, under the original Act, some room for dubiety as to this, for that Act did not specifically define munitions work. In the original section defining the differences which might be referred under the arbitration scheme, the provisions of the statute were made applicable generally to persons engaged in

1915 Act, s. 3 "the manufacture or repair of arms, ammunition, ships, vehicles, aircraft, or any other articles required for use in war, or of the metals, machines, or tools required for that manufacture or repair"; but the 1916

1916 Act, s. 9. Act repealed these general words, and substituted a very comprehensive definition of "munitions work," which covers practically the manufacture or repair of everything "intended or adapted for use in war," although it may not, at the moment, be in use in actual war service. The appeal tribunals early discarded the narrow interpretation that "adapted for use in war" means being made fit for war use by some alteration in design or structure, and adopted the broad view that "adapted for use" means capable of being used, and, as Mr. Justice Atkin, the English appeal judge, put it, "so far-reaching are the efforts of the belligerents in this war that there is hardly anything on the earth, in the air, or in the waters, that could not, under some circumstances, be described as an article capable of use in war" (*Shaw v. Lincoln Wagon Company*, 1916, Eng. App. Rep., vol. 1., p. 11). A similar decision was given in a case regarding work in the locomotive

repair shop of a railway company (*Briggs v. P. 280 London and South-Western Railway Company, 1916, Eng. App. Rep., vol. i., p. 43*).

23 The appeal tribunals have given a broad interpretation of "munitions work," and held to be included such things as the manufacture of insulating materials for use in connection with the construction of electrical machinery (*Mayne v. Micanite Company, Limited, P. 281 1916, Eng. App. Rep., p. 1*); the repair of railway wagons belonging to a colliery which, although used for conveying coal to colliery customers, were also vehicles adapted for use in war (*Shaw v. Lincoln Wagon P. 279. Company, 1916, Eng. App. Rep., p. 11*); the repair of railway locomotives (*Briggs v. London and P. 280. South-Western Railway Company, 1916, Eng. App. Rep., p. 43*); the building and repair of barges for conveyance of munitions on an inland canal (*Bayliss v. P. 283 Worsey, 1917, Eng. App. Rep., vol. ii., p. 68*). The employment need not necessarily be mechanical employment. Carters engaged in carting raw material into, and manufactured war material out of, a controlled establishment, were held to be employed "in connection with munitions work (*Preston v. Knox, 1916, P. 282. Scot. App. Rep., vol. i., p. 39*; *Kerr Brothers v. P. 833 Straiton, 1917, Scot. App. Rep., vol. i., p. 91*).

24. The statutory definition of munitions work is not limited to obvious engines of war, such as warships and guns. It covers also work which may be certified by the Board of Trade, or the Minister of Munitions, or the Admiralty, as "necessary for the successful prosecution of the war," 1916 Act, s. 9 (1) (a). such as the manufacture and repair of any class of ships, or the manufacture or repair of metals,

Order, 13th
May, 1916.

See Orders,
p. 203.

machines, or tools required for the execution of munitions work. Under this power has been certified work upon some classes of merchant vessels, including oil steamers, refrigerator steamers, steam trawlers, and steam drifters. The Minister of Munitions may make an order specifying materials required for such munitions work, whereupon the manufacture of these materials becomes munitions work. The Minister of Munitions has exercised this power by specifying balloon fabric, constructional steel, fire brick, glass for constructional purposes, glass for optical purposes, lead compounds, magnesite brick, silica brick, materials required for or for use in the manufacture of explosives, worked timber, card clothing, all materials wholly or partly manufactured from wool, lime, shrunk dolomite, materials wholly or partly manufactured from flax or jute, motor spirit, naphtha, paraffin, burning oil, lubricating oil, gas intermediate, and fuel oil, paraffin wax, leather, and flax.

1916 Act, s.
9 (1) (b).

P. 281.

Def. of Realm
Reg., 2 (a).

P 283

25. The definition of "munitions work" also covers the construction, alteration, or repair of buildings, machinery, and plant for naval or military purposes, or intended for munitions work, including the erection of houses to accommodate munitions workers. This definition has been held to cover a sub-contract for erecting works for a controlled establishment (*Sandberg v. Dawney & Sons, Limited*, 1916, Eng. App. Rep., p. 70). The Minister of Munitions has also power under the Defence of the Realm Regulations to appropriate unoccupied premises for housing workmen engaged in the production, storage, or transport of war material. What is a "naval or military purpose" was considered in the case of *Knight v. Navy*

and *Army Canteen Board* (1917, Eng. App. Rep., vol. ii., p. 139). A limited company had been formed for the purpose of taking over several canteens, and running them as one organisation. A workman engaged on repair work at their warehouses was held to be employed on or in connection with munitions work. Building work need not necessarily be that of a building contractor. Manufacturers of steel girders supplied them to a building firm, who used them for the construction or repair of buildings where munitions work was done. The manufacturers had undertaken to fit up the girders for the building contractor. The workmen employed by the constructional steel manufacturers were held to be employed on or in connection with munitions work (*Sandberg v. Dawnay*, 1916, Eng. App. Rep., vol. i., p. 70).

26. The definition of munitions work covers also the construction, alteration, repair, and maintenance of docks and harbours and work in estuaries where such work is certified by the Admiralty to be necessary for the successful prosecution of the war. In the exercise of this power, the Admiralty have certified the principal harbour undertakings in the United Kingdom.

1916 Act, s.
9 (1) (c).

Order, 13th
May, 1916.

27 The definition of munitions work covers also work in connection with the supply of light, heat, water, or power, or tramway facilities, or buildings, machinery, and plant required for such supply, where the Minister of Munitions certifies that such supply is of importance for carrying on munitions work. Many gas, electricity, water, and tramway undertakings have been so certified.

Order, 13th
May, 1916.

28. The definition of munitions work covers also work in connection with the repair of fire engines, and

Order, 13th
May, 1916.

any fire brigade appliances, where the Minister of Munitions certifies that such work is in the national interest.

29. The practical effect of this comprehensive definition is that *all* work which is designed to aid the successful prosecution of the war is munitions work, or may be made so by orders. But a workman is not necessarily employed on or in connection with munitions work merely because he is under a contract of service with a firm which does munitions work. He must be actually employed on such work (*Perris v. Wolsely Motors, Limited*, 1917, Eng. App. Rep., vol. ii., p. 48), but not necessarily wholly employed, if he is a regular worker in an establishment, and if he is substantially employed on munitions work "in the sense that the employment is a matter of substance and not a mere matter of shadow or form" (*Whittingham v. New Liverpool Rubber Company*, 1917, Eng. App. Rep., vol. ii., p. 98).

30. The statutory definition of munitions work applies to manufacture, repair, or construction, and does not as yet include the work of obtaining raw materials, as, for instance, the mining of coal, lead, or iron.

MEANING OF "WORKMAN."

31. In the original Munitions Act the expressions "employer" and "workmen" were presumed to be self-explanatory; but doubts arose as to whether the latter term was restricted to manual workers. The 1916 Act cleared this up by defining the term "workmen" to include "not only persons whose usual occupation consists in manual labour, but also foremen, clerks, typists, draughtsmen, and other persons whose usual

occupation consists wholly or mainly in work other than manual labour.”

THE LEAVING CERTIFICATE.

32. One primary purpose of the original Munitions Act was to maintain continuity of work. The production of munitions was being hampered by men leaving one establishment for another, where better pay was available, or conditions of work were more to their liking, and to remedy this the Munitions Act of 1915 boldly suspended, for the period of the war, as regards workers engaged on or in connection with munitions work, their right to choose their own sphere of employment, a drastic interference with the liberty of the subject which, although necessary at that time, was naturally never popular with workers. The leaving certificate scheme has now been repealed. The scheme itself was a novelty in industrial legislation, and the mode of its abolition was a still greater novelty, for section 7 of the 1915 Act was repealed—not, as a statutory enactment usually is, by another statutory enactment—but by an order made by the Minister of Munitions in virtue of power conferred upon him by section 2 of the 1917 Act. This novel situation suggests the interesting legal conundrum whether the Minister could recall Order 1050, and, if so, whether the effect of the recall would be that the leaving certificate would revive. This is probably a merely speculative question, for the restriction upon a workman selecting his sphere of work is never likely to be revived, and the causes which necessitated the creation of the leaving certificate scheme are probably never likely to recur, now that wages have to such a large extent become standardised, and there is no money advantage in changing

Order 1050,
5th October,
1917.

1917 Act, s. 2.

1917 Act, s
3 (1).

a sphere of labour. Nevertheless, its revival may be within the region of possibility, and, at any rate, for a proper understanding of the substituted enactments, which have supplanted the leaving certificate scheme, it is desirable to bear always in mind what were the leading features of the leaving certificate scheme. The bulk of the judicial decisions were pronounced upon leaving certificate applications, but many of them deal with aspects of industrial questions which may arise also under the new system. For these reasons it may be useful here to recall in outline the salient features of the leaving certificate scheme.

1915 Act, s 7.
1916 Act, s. 5.

33. The Munitions Act, 1915, as amended by the 1916 Act, had provided that, if a worker had, within the previous six weeks, been employed on or in connection with munitions work, "*a person*" (whether an industrial employer or not) should be guilty of an offence (punishable by fine up to £50) if he employed that worker without seeing a certificate from his last employer that he was free to accept other employment, which certificate had to be expressed in the statutory form of Schedule I. of the Leaving Certificate Rules (*Gane v. Rees Roturbo Company*, 1916, Eng. App. Rep., p 129). Drastic penalties were imposed for tampering with a leaving certificate or granting a false certificate. The Acts regarded this offence so seriously as to except it from the general rule that Munitions Act offences are punished by fine only, and in this instance to sanction imprisonment. Employers were naturally chary of taking on any worker at all, without production of a leaving certificate, which accordingly came to be recognised in the industrial world as a necessary passport to employment. To a limited extent the principle of the restriction still survives, for the consent of the Minister

1915 Act, s. 7
(3), 14 (1) (e);
1916 Act, s. 5
(1).

1915 Act, s
12.
1916 Act, s.
12)

of Munitions is required by any one desiring to employ on non-munitions work any workman who has been employed on or in connection with munitions work. Order 1050,
5th Oct.,
1917.

34. But whilst this provision is all that the Munitions Act now retains in the way of restriction of a workman's sphere of labour, there are provisions in the Defence of the Realm Regulations authorising the Admiralty or the Army Council or the Minister of Munitions to make orders "with the object of making the factory or workshop or plant or labour therein as useful as possible for the production of war material." Reg. 8A

These powers include, *inter alia*, regulation or restriction of "the engagement or employment of any workman or any class of workmen," and such orders must be obeyed by "any person" affected by them. It is an offence under these regulations for the occupier of a munitions factory to directly or indirectly induce a person engaged on Government work to leave his employment, and it is an offence for any person resident more than ten miles from a munitions factory to accept employment therein otherwise than through a labour exchange. The Defence of the Realm Regulations bearing upon munitions work are set forth in an appendix hereto. Reg. 8A (b).

Reg. 8A.
Reg. 8B.

P. 266.

35. If an employer refused to grant a leaving certificate, a workman had the right to appeal to a munitions tribunal, who might grant a certificate or order the employer to grant one. Complaints before the munitions tribunals that employers had unreasonably refused to grant certificates became very numerous, and many interesting questions arose as to when a workman was entitled to a certificate. The leading consideration always was whether it was more in the national interest 1915 Act, s.
7 (2).

P. 296.

P 296.

Mem. by
Minister of
Munitions,
4th March,
1916.

that a workman should remain in his present employment, and, until that was decided, it was the workman's duty to remain at his work (*Smith v. Dennyistoun Forge Company*, 1916, Scot. App. Rep., vol. i., p. 13; *Scottish Iron and Steel Company v. Hands*, 1916, Scot. App. Rep., vol. i., p. 1; *Scottish Tube Company v. M'Gillivray*, 1916, Scot. App. Rep., vol. i., p. 19; *Macdougall v. Wallsend Engineering Company*, 1917, Eng. App. Rep., vol. ii., p. 27). The duty of the tribunals was the difficult, and often delicate, one of deciding how the national interest would be best served, the spirit in which that duty was to be discharged being that expressed in a recommendation by the Minister of Munitions that the leaving certificate scheme should be "worked with the least possible hardship to the work-people, whose free choice of employment it has been found expedient temporarily to restrict."

COMPENSATION FOR DISMISSAL.

1916 Act, s. 5
(3)

36. As the counterpart of the drastic restrictions of the 1915 Act upon workmen changing their sphere of labour, the 1916 Act instituted a scheme of compensation for the protection of the workmen against being suddenly deprived of work. No workman could be dismissed without a week's notice, or a week's wages in lieu of notice. If he were, the employer was bound within twenty-four hours to notify his dismissal to the local labour exchange, and the workman might apply to the munitions tribunal for compensation, which the tribunal had power to award up to £5, unless the tribunal considered that a week's notice was not necessary owing to the discontinuous or temporary nature of the employment, or the misconduct of the workman.

1916 Act, s. 5
(3), Proviso

The 1916 Act expressly excluded from these compensa-

tion provisions workmen engaged in ship repairing, and any other class of workmen whom the Minister of Munitions might except, upon the ground that the circumstances of their employment were such that the compensation provisions were not applicable, and these exceptions have been repeated in the 1917 Act as regards a week's notice being necessary to determine a contract of service. The amount of compensation to which a dismissed workman became entitled was (within the £5 limit) not to be more than the actual loss which the workman had sustained, taking into consideration the fact of his having obtained, or the probabilities of his obtaining, other employment (*Anderson v. Reid*, 1916, Scot. App. Rep., vol. i., p. 4; Eng. App. Rep., vol. i., p. 112; *Morgan v. Fraser & Chalmers*, 1916, Eng. App. Rep., vol. i, p. 109). 1917 Act, s. 3 (1), Proviso P. 315.

37. A workman might claim compensation only if he was employed on or in connection with munitions work, and also in an establishment to which section 7 of the Munitions Act had been applied by the Minister of Munitions (*Boyus v. Mowlem & Co.*, 1916, Eng. App. Rep., vol. i., p. 228; *M'Neill v. Ross*, 1916, Scot. App. Rep., vol. i, p. 56), and nice questions arose upon indirect munitions employment, as, for instance, the case of a workman to whose employer's establishment section 7 had not been applied, but who had been sent to assist munitions work in an establishment to which it had been applied, who, being summarily dismissed, was found entitled to compensation. (*Rawnsley v. Bradford Dyers' Association*, 1916, Eng. App. Rep., vol. i., p. 103). P. 278.

38. One novel feature of the 1916 Act compensation

1916 Act, s.
5 (2).

P. 329.

P. 332.

P. 322.

scheme was the creation of what may be called constructive dismissal. If a workman was actually dismissed, the employer was bound *forthwith* to grant him a leaving certificate. A workman who was for more than two days given no opportunity of earning wages was thereby placed in the same position as if he had been dismissed, and so acquired the right of a dismissed workman, that is to say, he also became entitled *forthwith* to receive a leaving certificate. If he did not receive it, a munitions tribunal might award him compensation for not getting it, up to £5. In this provision, "days" meant working days, of the normal working hours, and it was no answer to a compensation claim that the two days on which a workman was deprived of the opportunity of earning wages were part of a week in which it was customary to suspend work for business purposes, as, for instance, stocktaking (*Bennet v. King's Norton Metal Company*, 1916, Eng. App. Rep., vol. i, 114). Nor was bad weather recognised as excusing suspension after two days (*Dodds v. Thomson*, 1917, Eng. App. Rep., vol. ii., p. 63). Nor was non-payment of wages for two days excused by breakdown of machinery, although an employer was not bound to grant a certificate immediately upon the occurrence of a breakdown, for the necessary repairs might be executed and work resumed before two days had elapsed (*Waugh v. Duncansons, Limited*, 1916, Scot. App. Rep., vol. i., p. 46; *Acme Steel Company v. Stafford*, 1916, Scot. App. Rep., vol. i., p. 53). The general principle upon which suspension of work for more than two days was recognised as constructive dismissal was that the workman took the risk of interruption of work only for two days, and that, if the interruption lasted longer, whatever the cause, the embargo

upon the workman leaving his work was removed, and the employer accordingly became bound to grant him a leaving certificate.

39. These compensation provisions of the 1916 Act 1916 Act, s. 5. had been amendments upon section 7 of the 1915 Act (which created the leaving certificate scheme). The Order made by the Minister of Munitions on 5th October, Order 1050 1917, in virtue of the power conferred upon him by section 2 of the 1917 Act repealed "section 7 of the Munitions of War Act, 1915, as amended by any subsequent enactment." Accordingly, when the leaving certificate scheme fell by the repeal of section 7, the compensation scheme fell with it. Suspension of work (as distinguished from termination of a service contract) has not been expressly provided for in section 3 of the 1917 Act, which supplanted the leaving certificate scheme of the 1915 Act, with the attendant compensation scheme of the 1916 Act; and as section 3 has been interpreted by the Appeal Tribunal, it does not appear to afford any protection, as the 1916 Act did, to workmen who are not dismissed, but simply deprived of the opportunity of earning wages. Constructive dismissal thus appears to have been now eliminated from the Munitions Code (*Beardmore v. Miller, &c.*, 1918, Scot. Pp. 315, 319. App. Rep., vol. i., p. 115).

DETERMINATION OF SERVICE CONTRACTS.

40. The 1917 Munitions Act has put the relationship of employer and workman upon a different basis from that on which it stood under the 1915 and 1916 Acts. It is no longer compulsory upon any workman to remain in any employer's service, and it is no longer necessary for a workman, when he leaves a service, to obtain a

leaving certificate. Every workman is again free to select his own sphere of labour, and every employer is free to select the workmen whom he desires to employ. The only qualification of freedom of contract now remaining is that no person is entitled, without the consent of the Minister of Munitions, to give employment, upon work which is not munitions work, to any workman who has, since 21st August, 1917, been employed on or in connection with munitions work; and any person contravening this provision may be prosecuted by the Minister of Munitions or by the Admiralty, and may be fined £5 per day or part of a day during which the contravention continues, "unless he proves that he did not know that, and had taken all reasonable steps to ascertain whether" the workman had been employed on or in connection with munitions work since the passing of the 1917 Act (21st August, 1917). The statute does not contain any directions as to what "steps" an employer is expected to take before engaging a workman, to ascertain what was his previous employment. Under the old system there was no difficulty in ascertaining that, for no worker (skilled, unskilled, or female) would be engaged without producing a leaving certificate. Possibly there may still be no great difficulty as regards skilled workmen in getting their employment history, but as regards the great mass of unskilled workers the employer may very often have no means of obtaining information beyond the word of the applicant for employment. As we have seen, there are many, and some intricate, varieties of "employment in connection with munitions work." The common labourer does not concern himself much with whether the last work he was doing was "in connection with" munitions work or not, and probably he

1917 Act, s.
2 (1)
Order 1050,
Art. 1.

1917 Act, s.
2 (2).

could not tell. A farm servant, for instance, who has left that form of service and gone into a munitions factory for a short time, and then tired of it, and who wants to return to farm service, might quite naturally, in answer to the inquiry of a prospective employer as to prior experience, refer only to his last employment as a farm servant, and it would probably never occur to the new employer to ask if he had been at munitions work at any time since 21st August, 1917. This provision has not as yet been judicially interpreted. But it applies, not merely to an industrial employer, but to any "person," just as did the prohibition against giving employment without production of a leaving certificate; and, as the penalty attached to the offence is serious, it behoves all persons to keep this enactment in mind when engaging workers of any sort who may possibly have come from munitions work. Munitions factories are full of people who had previously followed all sorts of trades. Indirectly, a probable result of this enactment—(perhaps its purpose)—may be to make such people adhere to their choice of munitions work so long as the war lasts. The butcher's boy or the grocer's assistant who has gone into munitions work, and who has now a mind to revert to his former employment, will do well to bear in mind that his choice of occupation is practically now restricted to employers who may be willing to risk employing him without inquiry as to his antecedent labour, or to employers who hope to obtain the consent of the Minister of Munitions to engaging him. This prohibition against employment upon non-munitions work applies to workers engaged in any kind of munitions work as defined in section 9 (1) of the 1916 Act.

- 1917 Act, s. 3 41. As regards employment, section 3 of the 1917 Act has not only supplanted the old scheme, based upon the leaving certificate and compensation clauses of the 1915 and 1916 Acts, but section 3 of the 1917 Act has now become the *cardinal* enactment of the Munitions Code. One feature of the new scheme is that it applies to employer and workman alike. Under the old scheme an employer was penalised who discharged a workman without giving him a week's notice, but there was no corresponding penalty upon a workman who left his service without giving a week's notice, although, indirectly he, by doing so, seriously penalised himself, for, without having possession of a leaving certificate, he practically shut himself out of the labour market for six weeks. The 1917 Act declares that a contract of service "shall, notwithstanding any agreement to the contrary, not be determinable *by either party* except by a week's notice, or on payment of a sum equal to an average week's wages under the contract." This overrides an agreement to end a contract of service upon less than a week's notice (*Lane v. Superintendent of Ordnance Factories*, 1917, Eng. App. Rep., vol. ii., p. 114). When an employer has given a worker a week's notice, the obligation of the worker is to work the week, and the corresponding obligation of the employer is to provide him with work during the week (*Doulton & Co., Limited v. Stewart and Others*, 1918, S.A.R., vol. 1, p. 132).
- 1915 Act, s. 7. for six weeks. The 1917 Act declares that a contract of service "shall, notwithstanding any agreement to the contrary, not be determinable *by either party* except by a week's notice, or on payment of a sum equal to an average week's wages under the contract." This overrides an agreement to end a contract of service upon less than a week's notice (*Lane v. Superintendent of Ordnance Factories*, 1917, Eng. App. Rep., vol. ii., p. 114). When an employer has given a worker a week's notice, the obligation of the worker is to work the week, and the corresponding obligation of the employer is to provide him with work during the week (*Doulton & Co., Limited v. Stewart and Others*, 1918, S.A.R., vol. 1, p. 132).
- 1917 Act, s. 3 (1). This overrides an agreement to end a contract of service upon less than a week's notice (*Lane v. Superintendent of Ordnance Factories*, 1917, Eng. App. Rep., vol. ii., p. 114). When an employer has given a worker a week's notice, the obligation of the worker is to work the week, and the corresponding obligation of the employer is to provide him with work during the week (*Doulton & Co., Limited v. Stewart and Others*, 1918, S.A.R., vol. 1, p. 132).
- P. 311 less than a week's notice (*Lane v. Superintendent of Ordnance Factories*, 1917, Eng. App. Rep., vol. ii., p. 114). When an employer has given a worker a week's notice, the obligation of the worker is to work the week, and the corresponding obligation of the employer is to provide him with work during the week (*Doulton & Co., Limited v. Stewart and Others*, 1918, S.A.R., vol. 1, p. 132).
- P. 316. is to provide him with work during the week (*Doulton & Co., Limited v. Stewart and Others*, 1918, S.A.R., vol. 1, p. 132).
- 1917 Act, s. 3 (1), Proviso (a) ment, the first of which is that it does not apply "where under the contract a longer notice than one week is required." This is a new exception. It was not amongst the exceptions under the 1916 Act. Accordingly, there is as yet no recorded decision as to the kind
- 1916 Act, s. 5 (3). accordingly, there is as yet no recorded decision as to the kind

of contract which may reasonably be held to fall within it. But, being an exception to an important general rule applicable to all munitions industries, this exemption proviso will, of course, fall to be strictly construed, and, on the face of it, it would seem applicable only to the case of a contract with a specific time notice clause, although, conceivably, there may be contracts so expressed as to reasonably infer that they are not to be ended by either party without more extended notice than a week, despite the fact that, in express words, the contract may not say so, as, for example, in the case of men employed for a specific job, the duration of which is uncertain, but which must, in the knowledge of both parties, necessarily last a considerable time, and which is of such a special class of work that men thrown out may reasonably expect, or, by custom of trade have been accustomed to get, longer notice than a week. But, as employment by the week is the prevailing rule in the industrial world, the exceptions under this proviso are not likely to be numerous, and each case will fall to be considered in the light of its own special circumstances.

43 It is to be observed that the only special time contract which is recognised in this exemption is one where the notice required is *longer* than a week. It does not exempt a contract, however specific, where the stipulated notice is *shorter* than a week. The practical result of this appears to be that, as regards munitions workers, it is not now legal to stipulate that a contract may be terminated upon less than a week's notice, for the direction of section 3 (1) is peremptory in its requirement of a week's notice or a week's wages, and that "notwithstanding any agreement to the contrary."

There are forms of labour, particularly of casual labour, 1917 Act, s. 3 (1).

in which by custom and long usage no notice has been given or expected, but if this class of labour is intended to be, or likely to be, employed on or in connection with munitions work, an employer will act wisely if he apply to the Minister of Munitions for an exemption order relative to such workmen, which the Minister of Munitions is empowered to grant "on the ground that the circumstances of their employment are such that the provisions of this section ought not to apply to them" Under this power the Minister has already made orders exempting sea-going engineers; and workmen in the building trade.

Order 1335,
14th Dec.,
1917
Order 441,
9th April,
1918.

P. 325.

44. Controversy has arisen, upon order 441, as to the meaning of the general expression "workmen employed in the building trade." An illustrative case is *Cowieson v. M'Guinness* (1918, S.A.R., vol. i., p. 139); but, so far, all that has definitely been decided appears to be that every workman taking part in the operation of constructing buildings is not thereby necessarily a workman "employed in the building trade" in the sense of this order.*

1917 Act, s. 3
(1), Proviso
(b)
1916 Act, s. 5
(3).

45 The next exemption under the proviso to section 3 (1) is "the case of workmen engaged in ship repairing." This was an exception also under the 1916 Act, and questions arose as to the meaning of "ship repairing" The Irish appeal judge rejected a proposition of employers that all work done on old ships was repair work, "old work," as they alleged, having by usage come to mean any work done on a ship after she had been handed over to her owners, as distinguished from new work, which meant work done on a ship which had not yet been handed over to her owners. In the case in question two ships had been originally constructed as

* See Order 1096, p. 336 (issued since book printed)

cargo-carrying ships, and were being converted into a type of warship. It was held that the word "repair" in the Munitions Act must be construed in its ordinary sense and meaning, and that converting a ship from one type of vessel to another was not "ship repairing" in the statutory sense, but that "repairing" meant "restoring to a good condition some work that has fallen into decay, or some work that has been subjected to injury" (*Mallon v. Harland & Wolff*, 1916, Eng. App. Rep., vol. ii., p. 1). This view was concurred in by the English appeal judge (*Holes v Day Summers & Co*, 1917, Eng. App. Rep., vol. ii., p. 17), and also by the Scottish appeal judge (*Associated Society of Carpenters and Joiners v. Ramage & Ferguson*, 1917, Scot-App. Rep., vol. i., p. 71).

46. Another exception to section 3 (1) is "the case of workmen whose employment is of a discontinuous or temporary nature." This also was an exception under the 1916 Act, but there it was somewhat differently expressed. The employer was excused for not giving a week's notice if "the tribunal is of opinion that, owing to the discontinuous or temporary nature of the employment, or misconduct of the workman, the employer had reasonable cause for dismissing the workman without a week's notice." Under this, the munitions tribunal was the sole judge of whether work was of a discontinuous or temporary nature. As proviso (b) of the 1917 Act is expressed, it is perhaps capable of the reading that the Minister of Munitions is now to be the judge of whether a class of workmen are engaged on work of a discontinuous or temporary nature, within the meaning of this exception, and this technical view probably receives some countenance from the fact that the Minister of Munitions has already exempted from the provisions

1917 Act, s 3
(1), Proviso
(b).

1916 Act, s. 5
(3)

1916 Act, s 5
(3).

Order 1335,
14th Dec.,
1917.

Order 441,
9th April,
1918.

1916 Act, s. 5
(3).

1917 Act, s. 3
(1), Proviso
(b).

of section 3 "sea-going engineers who have obtained Board of Trade certificates of competency and persons qualifying to obtain such certificates," and also "workmen employed in the building trade." But whether work is of a discontinuous or temporary nature will always be a question of circumstances necessitating an inquiry, and it is thought that, as section 3 of the 1917 Act has been substituted for section 5 (3) of the 1916 Act (which clearly left the tribunal to decide the question whether work was discontinuous or temporary), it is not the intention of section 3 (1) to remove that duty from the munitions tribunal, and that the proper reading of proviso (b) is that it exempts from the general provision of section 3 (1) the following:—(1) Workmen whom a munitions tribunal decides are engaged in ship repairing; (2) workmen whom, *as a class*, the Minister has exempted by order; and (3) workmen whose employment a munitions tribunal decides to be of a discontinuous or temporary nature.

47. Under the old scheme, a workman was not necessarily debarred from obtaining a leaving certificate, by the fact that his employment was of a discontinuous or temporary nature. A liberal view was always taken by munitions tribunals of the granting of leaving certificates, even if, technically, it might not be necessary for a workman to ask for one, because, in seeking employment, a workman was hampered by the want of a certificate. Under the old scheme of 1916, that the work was of a temporary nature was an element for the tribunal to take into consideration; but it was not necessarily conclusive against a workman's right to obtain compensation for refusal to grant a leaving certificate. Even where a workman had signed a document, which set forth that the nature of his employment

was temporary and subject to only an hour's notice, he was granted compensation, because a workman, although temporarily employed, was not thereby deprived of the benefit of the leaving certificate scheme, unless the tribunal thought the employer, because of the temporary nature of the work, had, on that ground, reasonable cause for dismissing him (*Foden v. Jacquet-Maurel & Condac, Limited*, 1916, Eng. App. Rep., vol. i., p. 237). Under the new scheme of the 1917 Act the situation is more strict, for the element of being hampered in obtaining employment is not now in the matter. It is a pure money question. A workman whose employment is of a discontinuous or temporary nature is not entitled to a week's notice at all, and so he cannot become entitled to an average week's wages in lieu of notice. P. 314.

48. The last exemption of proviso 3 is "the case of the termination of a contract on the ground of such misconduct on the part of either party or his agent as would justify the immediate termination of the contract by the other party." In a somewhat different form this exemption was also in the 1916 compensation scheme, but there it applied only to the workman, and there was no mention of misconduct by an agent. The exemption now applies to both parties, but a workman is not very likely to offend through an agent, unless perhaps some action of his trade union, taken on his behalf, might, in some special case, be charged against him as misconduct. This new element of agency misconduct is probably intended to apply mainly to employers, and to preclude their evading responsibility for contravention of section 3, by shifting the responsibility for something, which might be "misconduct" in the sense of the statute, on to the shoulders of some 1917 Act, s. 3 (1), Proviso (c). 1916 Act, s. 5 (3).

foreman or manager. But, on either side, vicarious liability for misconduct, within the meaning of this proviso, will always be necessarily difficult to establish, and, whether misconduct is of the vicarious or the personal kind, "proof of misconduct must always be clear and convincing" (per Lord Dewar in *Ritchie, Graham & Milne v. Dougan*, 1916, Scot. App. Rep., vol. i., p. 8).

P. 295.

1916 Act, s. 5
(3).

1917 Act, s. 3
(1).

Even under the 1916 Act which was less emphatic than the 1917 Act about the week's notice, and which did

not contain the important words of section 3 (1), "notwithstanding any agreement to the contrary," it was held that a workman was entitled to his week's notice, even when he had been engaged on terms that he might be dismissed without a week's notice, unless it was established that he had, in fact, been guilty of mis-

P. 311.

conduct justifying summary dismissal (*Lane v. Superintendent of Ordnance Factorics*, 1917, Eng. App. Rep., vol. ii., p. 114). The munitions

Tribunal'
Rule 12 (3),
Proviso (b)

tribunal rule, entitling a party to state his version of a case by letter to the tribunal, does not apply to proof of misconduct, for such a letter is not itself proof. In a case of this sort, where the workman appeared, and the employers contented themselves with merely sending a letter, the Scottish appeal judge said, "The workman appeared and gave evidence on oath. There was no evidence against this, except the appellants' statement in writing. Such a statement will always be considered. It is generally helpful, and sometimes sufficient. But, in a case of this kind, it was clearly insufficient" (per Lord Dewar in *Ritchie, Graham & Milne v. Dougan*, Scot. App. Rep., vol. i., p. 8)

P. 295

49. What is "misconduct" within the meaning of proviso (c) of section 3 (1) is a question of fact (*Gleaves*

v. *White & Poppe, Limited*, 1916, Eng. App. Rep., P. 309. vol. i., p. 67) to be determined according to the circumstances in each case. Gross carelessness in the execution of work has been held to be misconduct justifying summary dismissal (*Payne v. Brazil, Straker & Co*, 1916, Eng. App. Rep., vol. i., 223); so also has deliberate defiance of rules made for the safety of employees in a danger area (*Kilby v. Superintendent of Ordinance Factories*, 1917, Eng. App. Rep., vol. ii., p. 121); the Scottish appeal judge has characterised as "very grave misconduct" the refusal of workmen to do two hours' work, upon an urgent Admiralty vessel, unless they got a full night's pay for it (*Rodgers v. Menzies*, 1917, Scot. App. Rep., vol. i., p. 83); but "misconduct" is not a word which is capable of any definition which can be of general application. It is thought, however, that what is contemplated by "misconduct" in this proviso is some kind of serious personal misbehaviour, which is offensive, or dangerous, to fellow-workers, or subversive of reasonable discipline; or dishonest towards employers; such as, for instance, using abusive or indecent language towards or in the hearing of female workers; or creating a disturbance hindering other workers in their work; or assaulting a foreman or other workers; or refusing to obey reasonable express orders as to execution of work; or refusing to work at all, or by intention or gross carelessness spoiling work or material; or falsifying time cards; or, speaking generally, something more serious than can be appropriately dealt with by way of prosecution for breach of the ordering of work regulations, or some very aggravated form of the conduct which is an offence under these regulations.

50. There is an unfortunate tendency on the part of

foremen and managers sometimes to forget the very peremptory terms of section 3 (1), and to resort to summary dismissal, as what they call a "disciplinary measure," especially in the matter of absence from work without leave during working hours. But bad time-keeping is not, in itself, "misconduct" within the meaning of this proviso. Of course, it is to some extent a question of degree, and instances may probably occasionally occur of deliberate shirking work in some form, which a tribunal might reasonably hold to be so gross as to amount to the statutory "misconduct"; but, as a general rule, the offences which are specially dealt with in the ordering of work regulations should be prosecuted for under these regulations, and, unless in specially aggravated cases, in special circumstances, mere bad timekeeping is not likely to be regarded by any tribunal as warranting an employer disregarding the cardinal direction of section 3 (1) to give a week's notice, although bad timekeeping may be a very good reason for determining a service contract in the prescribed statutory manner.

51. Section 3 (1) has been interpreted by the Scottish appeal judge to apply only to determination of a service contract by the "voluntary act" of either party (*Beardmore v. Millar*, 1918, Scot. App. Rep., vol. i., p. 115). If so, section 3 (1) does not afford any protection to workmen against being suddenly thrown out of work by suspension, and it is not therefore exactly a substitute for the 1916 compensation scheme. Under section 5 (3) of the 1916 Act, when a suspension of work, from whatever cause arising, lasted more than two days, such failure for more than two days to give an opportunity of earning wages was equivalent to "dismissal." But such suspension of work has not, in the 1917 Act,

been expressly declared to be the equivalent of "determination of the service contract." In the *Beardmore* case above referred to a local tribunal, regarding this as a *causus improvisus* in the 1917 Act, and having regard to the fact that section 3 (1) of the 1917 Act was intended as a substituted scheme for that which had been created by section 7 of the 1915 Act and section 5 of the 1916 Act, had decided that it was within the spirit of the enactment to treat deprivation of the opportunity of earning wages as a form of determining a service contract. The stoppage of work in that case had been brought about by a sectional strike of workmen, upon whose remaining at work the employment of the other men in the establishment depended. The tribunal held that, after allowing a reasonable time for the removal of such a cause of suspension of work, the suspension should be treated as determination of contract. They adopted as a reasonable time to allow, the two days of the 1916 scheme, and, as the suspension had lasted a week, they awarded the workmen a week's wages, holding that there had been determination of the contract within the meaning of section 3 (1) of the 1917 Act. On appeal, this view was rejected, the opinion of the appeal judge being that, if the 1917 Act had failed to provide a remedy for suspension of work, that was a matter for the Legislature, and not for the Court, to remedy. As the Act stands, his interpretation of section 3 (1) was, "The language is applicable to cases of total determination of the contract brought about by the voluntary act of the party who has to pay to the other party an average week's wages, and to such cases alone" (per Lord Hunter in *Beardmore v. Millar*, P. 321. Scot. App. Rep., vol. 1., p. 115). This decision was applied in subsequent Scottish cases, where the suspension of work had been occasioned by shortage of coal

- P. 323. supply (*Lorimer v. Kerr & Sons*, 1918, S.A.R., vol. i, p. 123); and where plater's helpers had been thrown out of work owing to a strike of the platers (*M'Guinness v. Bow, MacLachlan & Co., Limited*, 1918, S.A.R., vol. i., p. 129).

52. The point subsequently came before the Irish appeal judge. There a local tribunal had also held that suspension of men was determination of their contract within the meaning of section 3 (1). On appeal, this decision was reversed, upon the ground that, although the workmen might have treated the suspension as determination of the contract, they had not done so, but had acquiesced in the suspension, and so were barred from afterwards founding on it as determination of the contract. Speaking of the judgment of the Scottish appeal judge, the appeal judge in Ireland said, "I must admit that I cannot understand the views which he lays down with regard to the suspension of the contract. He says that there is no *casus improvisus*. He may be right, but it seems to follow from his judgment that a workman could be kept out of work for weeks at a time, if a sectional strike lasted so long, and that he would have no redress unless he terminated the contract, in which case he would have to pay a whole week's wages. I may have quite misunderstood Lord Hunter's judgment, but it seems to me that he has given us no intimation of what the position of the workmen is under circumstances such as were before him and are now before me" (per Justice Pim in *Harland & Wolff v. Hoyle, &c.*, 1918, Eng. App. Rep. vol. iii., p. 18). As the matter stands, therefore, intermittent suspension of work is not regarded as itself determination of a service contract within the meaning of section 3 (1) of the 1917 Act.

53. There is another material difference between the old and the new scheme. As has been pointed out, the compensation which a workman was entitled to under the old scheme, if he was deprived for more than two days of the opportunity of earning wages and did not forthwith receive a leaving certificate, was not £5, but only (not exceeding £5) the actual loss which he had sustained, which the tribunal assessed. But under the new scheme the tribunal has no discretion to assess loss. The statute has fixed as the penalty for contravention of section 3 (1) a sum equivalent to an average week's wages, no more and no less, irrespective of what may have been the actual loss. This sum equivalent to an average week's wages is not, properly speaking, a penalty for contravention at all. It is rather liquidated damages for breach of contract, payable by the employer to the workman (*Beardmore v. Millar, supra*). The amount which represents an "average week's wages" is a question of fact for the decision of a local tribunal (*Kettles v. North British Rubber Company, 1917, Scot. App. Rep., vol. i., p. 89*). Payment of the sum awarded is "enforceable in like manner as payment of a fine imposed by the tribunal, that is to say, if an employer is the offender, by, in England, applying the powers of enforcement (other than that of imprisonment) conferred by the Summary Jurisdiction Acts upon the justices of the peace, and, in Scotland, by diligence upon a certified copy of the tribunal's order, in the same manner as if the proceedings were upon an extract decree of the Sheriff's Small Debt Court. If a workman is the offender, the fine is recoverable in the same manner; but the munitions tribunal has power also to make an order, which is commonly done as a matter of course, authorising the amount of a fine to be deducted

1916 Act, s. 5
(3)

P. 315.

1917 Act, s. 3
(2)

Eng. Mun.
Tribunal
Rules, Art.
11 (5)

Scot. Mun.
Tribunal
Rules, Art.
11 (8).

Eng. Mun.
Tribunal
Rules, Art.
11 (6).

Scot. Mun.
Tribunal
Rules, Art.
11 (7).

from wages, and this deduction any employer subsequently employing the workman is bound to make, so long as any part of the fine remains unpaid. This has proved, in practice, a very convenient, as well as effective, manner of recovering fines, and, in the case of a workman, it is very seldom necessary to resort to the more cumbrous form of recovery by civil diligence, unless where the workman, before his fine is fully paid up, ceases altogether to be a workman.

1917 Act, s. 9

54. An employer is not bound to give a workman a reason for determining his service contract, nor is a workman bound to give his employer a reason. Each is free to terminate the service, provided he does so in the prescribed manner, by giving a week's notice. But to this general rule the 1917 Act has introduced an exception, which is apparently intended to be a safeguard against what is called "victimisation." No workman is to be discharged because (a) he is a member of a trade union, or (b) he has taken part in a trade dispute. If an employer discharges a workman for either of these reasons, he may be fined (up to £10) by a local tribunal, and the tribunal may order the whole or part of the fine to be paid to the workman. This creates a somewhat novel statutory offence, based upon the *motives*, not upon the actions, of an employer, and any offence based upon motives is obviously difficult to prove. If a workman, in the midst of some trade dispute in which he is taking a prominent part, is *summarily* dismissed, possibly there may arise something like a *prima facie* case of the sort contemplated by this section; but it is an axiom that commission of a crime must be *proved*, not inferred; and if there is no trade dispute pending at the time of dismissal, and if a workman has been duly given a week's notice, and the

employer has given no reason for terminating the contract, it will probably always be difficult to establish a cause and effect relationship between the fact of a man being an active trade unionist and his being discharged. To make this section operative, however, such a cause and effect relationship would require to be established, in such a manner as reasonably to exclude any other inference from the circumstances surrounding the discharge of a workman.

PROTECTION OF TRADE UNIONS.

55. Besides this enactment, designed to protect an individual workman against victimisation, the Munitions Acts contain important provisions designed to safeguard the after-war position of trade unions. These are embodied, mainly, in Schedule II. of the 1915 Act, as extended by section 8 of the 1917 Act. As already explained, Schedule II. was the outcome of conference with, and agreement come to between, the Government and the allied trade unions. Every owner of a controlled establishment, and every contractor or subcontractor engaged in the production of munitions, becomes a party to this agreement, and any person who breaks, or attempts to break, the undertaking embodied in Schedule II. is guilty of an offence, punishable by fine up to £50. The essential feature of the undertaking is that "no change in practice made during the war shall be allowed to prejudice the position of the workmen in the owner's employment, *or of their trade unions*, in regard to the resumption and maintenance, after the war, of any rules or customs existing prior to the war"; and that nothing in the schedule is to "prejudice the position of employers or persons employed after the war," subject to this qualification,

1915 Act, s. 4
(4), Sch. II.
1917 Act, s. 8.

1915 Act, s. 4
(4).

1915 Act,
Sch. II., Art.
2.

1915 Act,
Sch. II., Art.
9.

1915 Act,
Sch. II, Art.
3.

only that, in after-war readjustment of staff, "priority of employment will be given to workmen in the owner's employment at the beginning of the war who have been serving with the colours, or who were in the owner's employment when the establishment became a controlled establishment." When this was penned a long duration of the war was not anticipated. Men who have rendered military service are now being discharged from the Army, and the question has been raised whether, when they return to civil life, they are entitled to priority of employment *now*; but the above-mentioned provision, as it is expressed, does not appear to become generally operative till *after* the war. The replacement of men *during* the war is a matter for the private arrangement of individual firms.

Sch. II, Art.
1.

Sch. II, Art.
6.

Sch. II, Art.
7.

Sch. II, Art.
5.

Sch. II, Art.
4.

1917 Act, s 8

Sch II, Art.
8.

56 With a view of facilitating the after-war adjustment, in the spirit of the above provisions, Schedule II. declares that any departure from pre-war practice shall only be for the period of the war; that a record shall be kept of the nature of such departure; that where practicable notice shall be given of proposed changes in working conditions, and opportunity afforded for local consultations with workmen or their representatives; that the relaxation of demarcation restrictions or the employment of semi-skilled or female labour is not to affect adversely rates customarily paid for a job; that the usual district time and piece rates of a district are to be recognised; that under any system of payment by results piece prices, time allowances, or output bonus, once fixed in an establishment, are not to be altered, except by agreement or by direction of the Minister of Munitions; and that differences are to be settled in accordance with the provisions of the Munitions Acts without stoppage of work.

57. Whilst Schedule II. thus safeguards the after-war position of workmen and their unions, the Act itself, so far as controlled establishments are concerned, provides in most comprehensive language for the suspension of trade customs during the period of the war.

"Any rule, practice, or custom not having the force of law which tends to restrict production or employment" ^{1915 Act, s. 4 (3).} is suspended, whether it be a general trade practice or custom, or a local shop rule. If there is dubiety as to whether any rule, practice, or custom does tend to restrict production or employment, that question falls within the arbitration scheme of the Act, and the decision of the Board of Trade, or an arbitration award made, is declared to be "conclusive for all purposes." ^{1916 Act, s. 4 (3).}

58. A practice or custom, if it falls within this provision—even although it may have been matter of contract between an employer and his workman, and been recognised for many years—ceases to be enforceable so soon as the establishment becomes controlled.

The interpretation of this provision was the subject of a carefully considered judgment by the English Appeal judge in the case of *Guillet v. Benthall & Co.* (1916, ^{P. 335} Eng. App. Rep., vol. i., p. 86). Rules for maintaining discipline or promoting efficient work are not the class of rules which are thus suspended; nor statutory rules, such, as for example, Factory Act regulations, for these *do* have "the force of law." What are struck at are rather rules or practices, such as, for example, the practice of limiting a man's output, by limiting the hours he may work, or imposing limitations as to the number of men to be employed on a machine, or other such like conditions, adopted by workmen or their trade unions, and which before the war had been

acquiesced in by employers; in short, any rule, practice, or custom not having statutory authority is within the provision, whether it originated with employers or with workmen, or their unions, if it tends to restrict production or employment, and whether it refers to the conduct of work by a man after he has been employed, or to conditions of his being employed, even although these may have been the subject of agreement, which in normal times would have been enforceable at law in the contract sense. In *Gullet's* case there had been such an agreement. The firm had followed the practice of engaging only non-union labour. Each workman gave a written undertaking not to join a union whilst he remained in the employment. This was held to be a practice restricting employment, within the meaning of the statute, because it limited the class of available employees, and it was held that the statute suspended such a practice, even although it had been a matter of contract when a workman was engaged.

Sch II., Art.
1.

1916 Act, s.
15.

59. The 1916 Act specially dealt with this matter of union labour. If the employment of union or non-union labour was "a practice ruling" in any shop or yard before the war, article 1 of Schedule II. would seem to plainly imply that a departure from this practice would hold only for the period of the war; but there appears to have been some doubt about it, or some fear that confusion might be created after the war, by changing the character of a shop, for the 1916 Act expressly provided that "where non-union labour is introduced during the war into any class of work in a controlled establishment, in which it was the practice prior to the war to employ union labour exclusively, the owner of the establishment shall be deemed to have

undertaken that such introduction shall only be for the period of the war."

DILUTION OF LABOUR.

60. These elaborate statutory enactments were necessitated by the alterations in the basis for carrying on industry which the earnest prosecution of the war demanded. The first purpose of dilution was to obtain the fullest and most expeditious output of munitions, having regard to the equipment and capability for production, of all the establishments in the country where munitions work could be undertaken. The next purpose was to set free for military service men of military age. The scheme of the Munitions Acts is to employ *all* labour, whether skilled or unskilled, to the best advantage in the national interest. For the time being it is of no consequence whether a worker is a member of a trade union or not, or whether a class of work had been accustomed to be done by skilled labour only. What alone matters for the present is the capacity of any worker, and the aim of dilution was that, if work hitherto done only by skilled workmen could be efficiently done by semi-skilled or unskilled workmen, or by women, it should be so done. Accordingly Dilution Commissioners were nominated by the Government, whose duty was to effect dilution by bringing about agreements with the employers, and the workmen's trade society representatives, and adjusting a basis of dilution for each establishment in a district. Such agreements have to deal with such matters as (1) encouraging co-operative effort to increase production and maintain steady output; (2) interchangeability of classes of workmen, and suspension of internal lines

of demarcation; (3) utilisation to best advantage of worker's skill, and also of pneumatic, hydraulic, and electric tools; (4) where practicable, the up-grading of skilled workmen; (5) the introduction into an establishment of (a) skilled men from allied trades, (b) skilled men from other trades, (c) unskilled men, and (d) women; (6) securing that wages be not adversely affected by relaxation of existing demarcation restrictions; (7) keeping records of departures from pre-war conditions; and (8) notice to workmen of, and, if desired, conference upon, proposed changes. The difficulties are obvious, but they have been successfully overcome, by the wise co-operation of all interested, and dilution of labour is now generally recognised.

REGULATION OF WAGES, &C.

1916 Act, s. 7.
1916 Act, s. 6

61. The Minister of Munitions is empowered to make orders as to wages and labour conditions for semi-skilled and unskilled workmen in controlled establishments, and also in regard to the employment of women engaged on munitions work. Whilst the 1916 amending Bill was being passed through Parliament, a series of recommendations was drawn up by the Munitions Labour Supply Committee. These were adjusted and embodied in letters known as L2 and L3. After the passing of the Act these letters were superseded by orders made by the Minister of Munitions under sections 6 and 7 of the 1916 Act regulating the labour of semi-skilled and unskilled workmen and women. The multiplicity of orders relating to female labour led to considerable confusion, but the Ministry have recently issued a Consolidation Order which supersedes the existing orders. By an order of the Minister it takes effect as from the first full pay following 15th July,

Order 743,
21st June,
1918

1918, or the date of receipt of the order, whichever is the later; but the Scottish appeal judge has decided that, when an order specified a date from which enhanced remuneration was to be paid, the workers became entitled to it as from that date, although the order had not been officially notified to the employers till a later date (*Scott and Others v. M'Lellan*, 1918, P. 332. S.A.R., vol. i., p. 134).

62. This Consolidation Order, which is set forth in an Appendix hereto, in the main repeats the general principles of the previous orders, but also makes some changes, the most material of which are (1) that it is now competent for an employer, with the sanction of the Minister of Munitions, "where special circumstances exist" to agree with female workers to pay them higher rates than those specified in the order; (2) that the principle of fixing differential time rates for time and piece workers has been discarded, the prescribed time rates being now applicable to both classes, the general principle being that piece work prices and premium bonus time allowances are to be such as will enable a woman of ordinary ability to earn at least 25 per cent. over her time rate; (3) that for calculating overtime the fixed fifty-four hours' week has been discarded, and "the working week shall be the working week for women and girls in the establishment in question, but shall in no case be reckoned as less than forty-eight hours." The new order will therefore apply to trades in which the normal working week exceeds fifty-four hours. The workmen are entitled to notice of changes of working conditions, and directions given by the Minister of Munitions by circular ought to be followed in giving such notice,

although the Act is complied with if the workmen in point of fact do get notice (*Binns v. Nasmyth, Wilson & Co., Limited*, 1916, Eng. App. Rep., vol. i., p. 169).

63. A change in the class of persons employed is not necessarily a change in the rate of wages within the meaning of section 4 (2) of the 1915 Act. The introduction of female labour, where it had not been proved that the rate of wages had thereby been adversely affected, was held not to be a change in the rate of wages, although it was a change of working conditions within the meaning of article 7 of Schedule II. (*Birmingham Sheet Metal Workers' Society v. Collins, Limited*, 1918, E.A.R., vol. iii., p. 26).

1915 Act, s. 4 (5).
1916 Act, ss. 6 and 7
1917 Act, s. 1 (1) (2).

64. The directions given by the Minister of Munitions in such orders must be complied with by owners of controlled establishments, and by any contractor or sub-contractor employing labour therein, and also by the workers to whom the directions relate. Non-compliance with such directions is regarded seriously, the penalty for disregarding an order by the Minister of Munitions being the same as that for failing to implement an award made under Part I. of the 1915 Act, namely, £5 per day during which the contravention lasts. An order may be revoked by the Minister, and, if it has not been in operation for more than three months, the revoking order may direct that it be treated as if it had never had effect. If an order made by the Minister of Munitions relating to female labour deals with any matter which is also dealt with by the Factory Acts, the order requires the concurrence of the Secretary of State, and the Minister's order does not relieve the occupier of a factory or workshop from the obligation to comply with the Factory and Work-

1915 Act, s. 1 (4)
1915 Act, s. 14 (1) (a).

1916 Act, s. 24

1916 Act, s. 6.

shops Acts, 1901 to 1911, or regulations made thereunder, nor does it relieve any person of liability for an offence under the Employment of Children Act, 1903. It has to be always borne in mind therefore that these statutes may have imposed working conditions or restrictions *in addition* to the direction given in orders by the Minister of Munitions. It should be borne in mind also that, besides his power to make orders regulating wages of semi-skilled, unskilled, and female workers, the Minister has also a statutory veto upon proposals to alter rates of wages, salary, or emoluments of any class of persons employed in a controlled establishment.

1916 Act, s. 6
(3).

1915 Act, s. 4
(2).

65. The 1917 Act gave the Minister of Munitions a new power to direct payment of additional remuneration to certain classes of skilled time workers. Under this power, the Minister on 12th October, 1917, made an order directing payment of a bonus of $12\frac{1}{2}$ per cent. to time workers who were "fully qualified skilled engineers and moulders." Who fall within this order is a question which has given rise to much controversy. Two questions arose—(1) the scope of the order, and (2) whether the question whether workmen fall within it is a "difference" which must be referred to arbitration or a question for determination by a munitions tribunal. It has been decided that a munitions tribunal has jurisdiction to entertain a complaint that order 1061 has not been obeyed; and that whether a workman falls within the order is not necessarily a question which must be referred to arbitration (*Harvey & Co., Limited v. Sanders*, 1918, S A R., vol. i., p. 147; *Clyde Trustees v. Mackenzie and Others*, 1918, S.A.R., vol. 1., p. 142).

1917 Act, s. 1 (1).

Order 1061.

P. 284.

P. 287.

66. A proposal to make any change must be submitted to the Minister of Munitions, "who may withhold his consent within fourteen days of the date of submission" This applies, not only to the owner of the controlled establishment, but also to any contractor or sub-contractor employing labour therein. It is not necessary that the Minister should expressly notify dissent. If he does nothing for fourteen days his consent is withheld. "By the phrase withhold his consent is meant the negative attitude of not giving his consent. There is a difference between withholding consent and expressing dissent. A person withholds his consent by not giving his consent" (per Mr. Justice Atkin in *Morris v. Rudge Whitworth, Limited*, 1917, Eng. App. Rep., vol. ii., p. 107). But the Minister may direct, or where the Minister's consent is withheld the employer may require, the question whether the change should be sanctioned to be referred to arbitration under Part I. of the 1915 Act. If the arbitration tribunal consents to the change, that shall have the same effect as the consent of the Minister of Munitions. These provisions do not apply where the purpose of a change is to follow Government conditions as to fair wages, as, for instance, where the purpose of a change is to bring rates of pay within the fair wages resolution of the House of Commons of 10th March, 1909, which requires contractors to "pay rates of wages and observe hours of labour not less favourable than those commonly recognised by employers and trade societies (or, in the absence of such recognised wages and hours, those which in practice prevail amongst good employers) in the trade in the district where the work is carried out. Where there are no such wages and hours recognised

P. 329.

1915 Act, s. 4
(2), Proviso

or prevailing in the district, those recognised or prevailing in the nearest district in which the general industrial circumstances are similar shall be adopted. Further, the conditions of employment generally accepted in the district in the trade concerned shall be taken into account in considering how far the terms of the fair wages clauses are being observed." Whether the Fair Wages Resolution is being observed is a question of fact for a local munitions tribunal, not a question of law for the appeal judge; and, where there is no settled rate of wages in a district, it rests with the workman founding upon non-observance of the Fair Wages Resolution to show the tribunal what is the nearest district, and its wage, not upon the tribunal to make independent inquiry (*Mullins v. P. 304. London, Brighton, and South Coast Railway Company, 1916, Eng. App. Rep., p. 178*).

67. The workman has the onus of establishing a standard of comparison (*Mullins v. London, P. 304. Brighton, and South Coast Railway, 1916, Eng. App. Rep., vol. i., p. 178*), and "the standard of comparison is the rate of wages agreed between employers and the trade societies in the district where the work is carried out. If there is no such rate, the nearest one can approach to such a rate is by ascertaining the rate which in practice prevails amongst good employers" (per Mr. Justice Atkin in *Sabin v. British Thomson-Houston Company, 1917, P. 306. Eng. App. Rep., vol. ii., p. 32*). Nor does the condition of obtaining the Minister's consent apply to the case of a change, the purpose of which is to give effect to (a) an agreement between the owner of an establishment and his workmen made before 23rd June, 1915; 1915 Act, s. 4 (2). or (b) an agreement existing before the establishment 1916 Act, s. 11.

became controlled, between the owner of an establishment and an employee, with regard to any periodical increase of remuneration.

THE CONTROLLED ESTABLISHMENT.

68. The controlled establishment was one of the novel creations of the first Munitions Act. As the original scheme was framed, it was not clear that it went beyond private establishments "in which munitions work is carried on," but the 1916 Act expressly extended it to include also Government factories. It is very seldom that an Act of Parliament so aptly coins a phrase which carries its own meaning so obviously on its face. By a simple order, the Minister of Munitions may designate any establishment where war work is done as a "controlled establishment," and immediately it becomes "controlled" indeed, for its owners then cease to be free to conduct their own business in their own way, and the State shares in the profits. The effect, broadly speaking, of an establishment becoming controlled is that the State becomes a sort of statutory partner in the industrial concern, but a partner of a very unusual type, who neither contributes any capital nor assumes any liabilities, and yet takes a large share of the enhanced profits arising from exceptional industrial activity, which would in normal circumstances have gone to the owner of the establishment. The circumstances must necessarily be very varied which enter into the question what constitutes what are called excess profits. The means for adjustment of figures must necessarily, in such an exceptional arrangement, be elastic in their nature, and the 1915 Act itself set forth the principles of the arrangement, giving the Minister of Munitions power to make

rules for carrying out his powers. But these rules have now ceased to be of great importance because subsequent to 31st December, 1916, the matter of excess profits is now regulated by sections 20 and 24 of the Finance Act, 1917, the Commissioners of Inland Revenue being empowered to make rules in the same way as the Minister of Munitions originally might have done.

7 & 8 Geo. V.
c. 31.

69. The Minister of Munitions is, however, still entrusted with the sole discretion as to what establishments may be controlled. If he "considers it expedient for the purpose of the successful prosecution of the war," he may make an order in regard to "any establishment in which munitions work is carried on," but if the Minister "considers that it is practicable to do so" he may exempt part of an establishment where no munitions work is carried on, and treat that part as a separate establishment. As has been pointed out, the amending Act has very much expanded the meaning of "munitions work," and the great bulk of the establishments which are in any way directly or indirectly engaged upon war work have now become controlled establishments.

1915 Act, s.
4

1915 Act, s.
4.

1915 Act, s.
4 (6).

70. The effect of a control order is that both employer and workers come under the direction of the Minister of Munitions, who may make orders with respect to the general ordering of the work. The Minister of Munitions has made such orders, which are set forth in an appendix hereto, but prosecutions for breach of ordering of work regulations, which were at first brought by employers, may now be instituted only by the Minister of Munitions, or the Admiralty, or by

1915 Act, s. 4
(5)

P. 205

1917 Act, s.
10.

1915 Act, ss.
4 (3), 14 (1)
(c).

1915 Act, s. 4
(6).

1915 Act, s.
11.

1915 Act, s.
11.

1916 Act, s.
16.

1915 Act, s.
11 (1) (d).

1915 Act, s.
11.

1916 Act, s.
16 (2).

a person acting on his or their behalf. Accordingly offenders should be reported to the Ministry of Munitions (at its local office if there is one) for investigation. The control order also has the effect of suspending "any rule, practice, or custom" tending to restrict production or employment; and to induce or attempt to induce any person to comply with such rule, practice, or custom is an offence punishable by fine up to £50. For the purpose of carrying out the provisions of the Act relating to controlled establishments, the owners must furnish information to the Minister of Munitions, or to any other Government Department with whom the Minister of Munitions may arrange for the collection of information. The matters in regard to which the Minister may require information include the numbers and classes of workers; the numbers and classes of machines; the nature of work performed by them; the cost of production of articles produced or dealt with in the establishment; the cost of materials used in production; the persons supplying materials; and generally "any other matters with respect to which the Minister may desire information for the purpose of his powers and duties." Of course, much of this information may be confidential, and so heavy punishment—imprisonment up to two years or a fine, or both imprisonment and a fine—may be imposed upon any person who, except as authorised by the Minister of Munitions," discloses or makes use of any information" thus supplied to the Minister.

1915 Act, s.
11.

1916 Act, s.
17 (1) (2).

71. For obtaining the necessary information the Minister of Munitions may appoint inspectors, who may enter a controlled establishment at all reasonable times to obtain information, or to make "exami-

nation and inquiry" as to whether it is desirable for the Minister to exercise his powers; and any person who obstructs the inspector in the exercise of his duty, or who fails to produce documents, or refuses to give information, is guilty of an offence, and may be fined up to £10. Every inspector must show his warrant for requesting admission to an establishment. He is required to carry his certificate of appointment, and if required he is bound to produce it.

1916 Act, s.
17 (3)

72 When the making of any place a controlled establishment has the effect of changing the conditions which previously prevailed, a record must be kept of the nature of the changes, and this record "shall be open for inspection by the authorised representative of the Government."

1915 Act,
Sch. II., s. 6.

When practicable, notice is also to be given to the workers of changes resulting from the place becoming a controlled establishment, "and opportunity for local consultation with workmen or their representatives shall be given if desired."

1915 Act,
Sch. II., s. 7.

73. The statutes make no provision for appeal against a control order. The right of appeal, which was introduced by the 1916 Act, applies only to decisions of munitions tribunals. Nor do the arbitration provisions of the Act afford any opportunity for objection being made to an order making a place a controlled establishment. What establishments should be controlled, and when a controlling order should be made, are matters absolutely in the discretion of the Minister of Munitions. If he considers it expedient to make a controlling order, the owner of the establishment seems to have no option to refuse to accept the order. The owner must comply, and that

1916 Act, s.
18 (3).

1915 Act, s. 4 notwithstanding that his establishment may be governed by "any Act, order, or deed."

74. Amongst other matters which the Minister of Munitions may take cognisance of, in an establishment where munitions work is being done, is the wearing of badges, or other distinctive marks, by persons engaged on war work. He may make rules as to the issue, return, use, or misuse of badges; and persons contravening such rules are guilty of an offence, and liable to be fined up to £50. Besides the Munitions Act penalty, any unauthorised person using a munitions worker's badge is liable to prosecution under the Defence of the Realm Regulations.

MUNITIONS VOLUNTEER

1915 Act, s. 6.

75. Another creation of the Munitions Act was a scheme for workmen placing themselves at the disposal of the Government for munitions work in any sphere assigned to them. Any workman may agree with the Minister of Munitions to work at any controlled establishment to which he may be assigned, and to remain there for the period of the war, or at least for six months. The employer who receives a munitions volunteer may not, unless for reasonable cause, dismiss him for six weeks; and that he has become a munitions volunteer excuses a workman from performance of any prior service contract. The forms for carrying out this agreement provide that the workman must get the standard rate of wages of the district to which he is transferred, and, if that is less than the rate he was receiving before enrolment, he is also to get, along with his wages, the sum necessary to make up the difference, which sum is recoverable by the employers from the Minister of Munitions.

Form
W.M.V. 1

W.M.V 19,
23.

76. The practice of augmenting wages by paying a bonus raises the question whether a bonus is to be taken into account in calculating the difference between what the workman had before enrolment, and what he is to get where he is sent. The question whether a bonus is to be regarded as wages is a question of circumstances. The general rule is that, if the bonus is "a sum certain or capable of being made certain, to which a workman may become entitled in the ordinary course of his employment, on working more or less hard, or more or less long," the bonus is to be reckoned as wages, but not if it is merely discretionary on the part of the employer to pay it (*Collins and Others v. Brazil, Straker & Co.*, 1916, Eng. App. Rep., p. 27). P. 306.

77. When a question arises connected with wages or allowances of a workman assigned to a controlled establishment as a munitions volunteer, such question should, in the first instance, be submitted to the Ministry of Munitions; but a local munitions tribunal has jurisdiction to settle the question whether a munitions volunteer is receiving the district rate of wages, because his agreement provides that breach of the undertaking may be dealt with by a munitions tribunal. What is the district rate of wages is a question of fact for a local munitions tribunal to decide.

Cir M.T. 30,
3rd June,
1916.
M.W.
71394/21.

1915 Act, s. 6.
1916 Act, s. 4.
Form
W M.V. 1.

78. A munitions volunteer should not be confused with a "released" soldier, who again should not be confused with a "discharged" soldier, who has been returned to civil life, and become a civilian workman. A soldier, who has been only temporarily released from the colours for munitions work, remains a soldier, but

Cir.
A.R.M.W.
40, Jan., 1918.

A.R.M.W.
40, Oct., 1916
P. 225.

is relegated to the Army Reserve munitions workers. The procedure for employers obtaining the services of Army Reserve munitions workers, and the conditions of their service, are set forth in a circular issued by the Labour Supply Department of the Ministry of Munitions, and printed in an appendix hereto.

MUNITIONS' TRIBUNALS.

79. For enforcing the provisions of the statutes, the original Munitions Act created a new form of tribunal. The essential element in proceedings of any sort under the Munitions Acts is expedition, and the procedure of ordinary Courts of law does not always lend itself to expeditious and final settlement of questions. The ordinary Courts of law have no part in the administration of the Munitions Acts. That is entrusted to the munitions tribunals. It is a tribute to the genius of the creator of the munitions tribunal that, whilst the original statutory provisions have been in many material respects altered by the amending Acts, the original constitution of the munitions tribunals has not been interfered with. A Court consisting of an employer's representative and a workmen's representative, with a neutral chairman, is an ideal tribunal for dealing with industrial questions. The chairman need not necessarily be, but in practice generally is, a lawyer. The panel from which the assessors are drawn is prepared by the Minister of Munitions, and is composed of practical employers or representatives of employers' federations on the one hand, and practical workmen or trade union officials on the other hand. Where female workers are interested, one at least of the assessors must be a woman. The country is divided into munitions areas and districts, with a readily

accessible clerk in each, so that in each locality any necessary proceedings may be promptly instituted on the spot. The proceedings are conducted in accordance with rules made by a Secretary of State so far as relating to offences and the enforcement of orders, and by the Minister of Munitions so far as relating to other matters. Separate sets of rules have been promulgated for England, Wales, and Ireland and for Scotland, and these are set forth in an appendix.

P. 147.

80. Munitions tribunals are of two classes, called "general" and "local," the functions of each being set forth in the rules. The only substantial difference in the procedure is that before a general tribunal parties may have legal assistance, which is barred before a local tribunal. A workman may in any case, before either tribunal, be represented by his trade union representative, and in practice employers are frequently represented by officials of federations; but it is an emphatic rule that "no party to any proceedings before a *local* munitions tribunal may be represented by a counsel or a solicitor." It is expressly directed that cases before the munitions tribunals shall be dealt with in open Court, and the chairman has power to transfer a case from one local tribunal to another "if he is satisfied that it could be more conveniently tried by such other tribunal." Munitions tribunals have proved useful, very largely owing to the fact of their not being hampered by stringent procedure regulations, the procedure being very much in the discretion of the chairman. The forms of complaint are simple, and there is no complicated process. Although the chairman may, and in important cases frequently does, give a considered judgment in writing, there is no express direction that he should do so, the only direction being that, before

1915 Act, s. 15.

Mun. Trib.
Rule 16.

Rule 13.

Rule 10.

1916 Act, s.
18 (2) (a).

giving judgment, the chairman shall consult with the assessors, and, if they are agreed, give effect to their opinion, except where questions of law are involved. All that a person practically has to do, who desires to raise any question before a munitions tribunal, is to apply to the clerk of the tribunal in his area, where he will be supplied with an appropriate form of complaint. The single direction of the rules in regard to the complaint is that it is to be in writing, but it should, of course, set forth succinctly the grounds of complaint. A complaint, however, is not invalid merely because it may be stated in general terms. The procedure before a munitions tribunal is more of the nature of a Court of inquiry than of a strict Court of law, and the tribunal may inquire into the whole circumstances upon a general complaint, subject to the right of a respondent to obtain an adjournment to meet a ground of complaint which has not been fully disclosed (*Inglis & Co. v. Walker*, 1916, Scot. App. Rep., vol. i., p. 10; *Fairfield Ship-building Company, Limited v. Richmond*, 1918, S.A.R., vol. i., p. 126).

Rule 8.

P. 289.

P. 292.

1915 Act, s.
12.
1916 Act, s.
14.

81. As originally constituted, a munitions tribunal had power to imprison, but the 1916 Act cancelled that, except in the case of any person making a false statement or representation for the purpose of evading any provision of the Act in proceedings before munitions or arbitration tribunals, or to the Minister of Munitions or his officers, when imprisonment not exceeding three months may be the alternative to a fine not exceeding £50. Otherwise the penal power of munitions tribunals is restricted to the imposition of a fine. Fines are recoverable by civil diligence, in common form, under the Summary Jurisdiction Acts; but, in addition, a munitions tribunal has power to make an order

authorising deduction of a fine from a workman's wages, in which event the person paying him wages for the time being is, upon notification, bound to make the deduction, and is also bound to notify the tribunal clerk should the workman leave his service before the full amount of the fine has been deducted. Rule 11 (6).

82. Under the original Act, the decision of a local munitions tribunal was final, but the 1916 Act introduced a right of appeal, in England and Ireland to a judge of the High Court nominated by the Lord Chancellor, and in Scotland to a judge of the Court of Session nominated by the Lord President. The decision of the appeal judge is final. The cardinal elements in all munitions tribunals proceedings are promptitude and finality, and it is expressly provided that appeals are to be heard and determined in a summary manner. 1916 Act, s. 18 (3).

83. The proceedings before the appeal judges are regulated by the appeal tribunal rules, promulgated by the Lord Chancellor or the President of the Court of Session. These are set forth in an appendix. A person desiring to appeal has simply to fill up a notice of appeal, a form for which he may obtain from the clerk to the local tribunal. On this being sent to the appeals officer, he requests the chairman who tried the case to furnish him with a report for the use of the appeal judge. A party may present his case personally, orally, or in writing, or by counsel, or, with consent of the appeal judge, "by any person authorised in writing"; or, with consent of both parties, the appeal may be determined without either party being required to appear. The judge has power also, if he considers that a notice of appeal does not show any substantial 1916 Act, s. 18 (3).
P. 167.
Rule 18.
Rule 13.

Rule 8 (1). ground of appeal, to dismiss it summarily, without reference to either party, in which event the decision of the local tribunal stands.

84. A unique feature in the procedure before local munitions tribunals is appearance by letter. This was first introduced in regard to leaving certificates, and, as it avoided the loss of working time, it was largely resorted to. The practice is still recognised as regards claims made under section 3 (1) of the 1917 Act in respect of determination of a service contract without a week's notice. A person who is "unable or unwilling to attend at the hearing of the case" may send in a written statement, and any such statement shall be considered by the tribunal"; but it should be borne in mind that such a statement is not in itself evidence, and the disadvantage of it is that it cannot be tested by cross-examination. If one party is present to give oral testimony, supported, possibly, by other witnesses, his version of the facts is quite likely to overbear the other party's written version. The lodging of a written statement is most helpful to the tribunal, but it should not be relied upon alone. A representative conversant with the facts should, if at all practicable, attend to support the written statement, or (what is more important) meet statements made by the other party upon matters which the written statement has probably not anticipated being raised, and so does not meet.

Appeal Rule 19 (3). 85. One of the powers of the appeal judge has given rise to some misconception. He may "order any witnesses who would have been compellable witnesses before the munitions tribunal to attend and be examined on oath before him, whether they were or were not examined

before the munitions tribunal." Some people took this to mean that the appeal judge was practically to try the case afresh. This, in an exceptional instance, has been done, but parties have been emphatically discouraged from showing any slackness in conducting their cases before the local tribunal, and assuming that they could remedy a defective case before the appeal judge. The Scottish appeal judge said, "If it were to become the rule that it was immaterial whether evidence was led in the Court of first instance or in this Court, the work would get into hopeless confusion" (per Lord Dewar in *Scottish Iron and Steel Company v. Hands*, P. 296. 1916, Scot. App. Rep., vol. i., p. 1). The English appeal judge has expressed the same view. "It is, as a general rule, not open for a party who abstains from appearing before the local tribunal to try subsequently, on the hearing of the appeal, to contradict the evidence given below by supplemental evidence which could have been tendered in the first instance" (per Mr. Justice Atkin in *Thomson v. Toolmakers, Limited*, P. 298. 1917, Eng. App. Rep., vol. ii., p. 145). Employers were refused a rehearing when, owing, as they said to pressure of munitions work, they had not attended to their case before the local tribunal. "I assume the appellants are working strenuously, but so are all who are engaged in munitions work, and if pressure of war work were to be accepted as a good ground for permitting a new trial, there would be no limit to new trials, and the work of the Munitions Court would get into great confusion" (per Lord Dewar in *Ritchie, Graham & Milne v. Dougan*, P. 295. 1916, Scot. App. Rep., vol. i., p. 8). In another case, the same judge dismissed an appeal taken by employers who pleaded that they had through inadvertence overlooked a notice to attend a local

tribunal. "Parties must understand that when a case has been duly intimated they must attend punctually to their own interests" (per Lord Dewar in *Robinson & Co. v. Kerr*, 1917, Scot. App. Rep., vol. i., p. 81).

DISCIPLINARY REGULATIONS.

86. The Minister of Munitions has power, by order, to make regulations for the ordering of work in controlled establishments. Such regulations have been made, and are set forth in an appendix hereto. They require the owner of a controlled establishment to post "conspicuously in his establishment" the rules relating to discipline, timekeeping, and efficiency. These rules may be in the form of the scheduled rules of the order, or in some other form approved by the Minister of Munitions. The workers in the establishment are required to comply with the rules. Failure to do so is an offence for which a fine not exceeding £3 may be imposed. The posting of rules is notice to the workers of the terms of the rules. If they do not read the poster, they may nevertheless be held liable for contravention.

1915 Act, s.
4 (5).
Appendix
p. 86.

Sch. Rule 2.

87. The scheduled rules require employees "to attend regularly and work diligently during ordinary working hours, and a reasonable amount of overtime if required, unless they have obtained leave of absence, or are prevented by sickness or some other unavoidable cause, *which must be immediately reported.*" The appeal tribunal has repeatedly emphasised very strongly the importance of those last words, and properly so, for compliance with this direction has two important effects—(1) if the employer is made aware *at the time* that a man is not to be at work, he can make arrangements to avoid work being deranged, and (2) an excuse for

absence, if stated at the time, can be investigated, and its validity or otherwise ascertained. This is especially so if the excuse is illness. Referring to a medical certificate got a month after the absence from work, the Scottish appeal judge said, "I think the tribunal were right in holding that this certificate was not a sufficient explanation of the irregular attendance which was proved. Workmen ought to understand that it is their duty to report illness which causes absence *at the time*, and, if they fail to do so, they may find it very difficult to satisfy the tribunal that their absence was unavoidable" (per Lord Dewar in *Colley v. Minister of Munitions*, 1916, Scot. App. Rep., vol. i., p. 21). In dismissing an appeal in another case, where a workman came in late regularly, and where a medical certificate was, for the first time, tendered before the appeal judge, he said, "He has now produced a doctor's certificate stating in general terms that he suffers from rheumatism, but that certificate does not appear to me to afford sufficient explanation of the irregular attendance which he admits, and it cannot be accepted as sufficient evidence of unavoidable absence *which was not reported or explained at the time*" (per Lord Dewar in *Gosnell v. Minister of Munitions*, 1916, Scot. App. Rep., vol. i., p. 22). P. 298.

88. It is regrettable that there has not been from the first a *compulsory* form of medical certificate. The Ministry, over a year ago, recommended the adoption of the form printed in an appendix hereto, but the medical practitioners who grant such certificates appear to think it too much trouble to fill up such a form, and the most informal documents continue to be tendered by workmen as "medical certificates." Very many of them are expressed in the most vague and general Cir. L. 89, April, 1917. P. 210.

terms, and they are usually dated the day before the sitting of the tribunal, although the absence from work which is charged against the workman may have occurred months before. They do not assist the tribunal at all in ascertaining whether, *at the time* of his absence, a workman had any reasonable excuse for his bad timekeeping. In the leaving certificate days a common form of so-called medical certificate for an applicant to tender was a scrap of paper, setting forth, baldly, that the doctor recommended a change of employment; and many of the certificates tendered in excuse for bad timekeeping are quite as indefinite. The chairman of a local tribunal has power to obtain a report from one of the medical referees nominated by the Ministry, and this power is occasionally exercised in cases where a medical certificate does profess to be explanatory of a workman's condition of health, but the grounds of the medical certificate are challenged.

Cir. M.W.
74735, 11th
May, 1916

Sch. Rule 3

89. Under the scheduled rules it is an offence for an employee to insist, or attempt to insist, on the observance, by himself or another employee, of any customs tending to restrict the rate of production on any class of work, or to limit the employment of any class of person, or otherwise tending to restrict production or employment. Certain forms of personal misbehaviour by an employee are also offences under the scheduled rules. These include (a) being intoxicated;

Sch. Rule 4.

(b) refusing to obey orders; (c) creating a disturbance; (d) destroying notices; (f) card playing. In explosives factories there are in addition (g) being in possession of matches, pipes, &c.; and (h) taking factory clothing away from the factory. Prosecutions for contravention of the ordering of work regulations are now competent only at the instance of the Minister of Munitions

P. 206.

1917 Act, s.
10.

or the Admiralty. It is a general provision of the order that there shall be no prosecution for refusal to work on Sunday. Accordingly Sunday work is not included in the expression "a reasonable amount of overtime" in scheduled rule 2. A prosecution therefore did not lie against a workman who was ordered to come out on Sunday, but did not come (*Gloucester Railway Carriage Company v. Trapp*, 1916, Eng. App. Rep., vol. i., p. 81), nor against a workman who did come out, but left without permission before the usual Sunday closing hour (*Thornycroft & Co. v. Stenhouse*, 1916, Eng. App. Rep., vol. i., p. 166).

Art. 3.

P. 302.

P. 302.

90. Whether the ordering of work regulations have not been complied with is a question of fact, and upon a local tribunal's finding in fact there is no appeal. In an English case a question of law was attempted to be imported. Employers had posted a notice that any man failing to start work at 6.30 a.m. would not be allowed to start till 9 a.m. Workmen displeased with this struck work, and refused to resume unless this notice was taken down, on the ground that the notice was an infringement of the recognised working rules of the district. They were prosecuted for breach of the regulations, by absenting themselves from work, without leave and without good cause. It was held that there was not any question of law in dispute, but only questions of fact, and, at all events, that the workmen could not both affirm and disaffirm their service contract, by saying that they were in the service, and at the same time saying that they would not work, and absenting themselves without leave (*Baston v. Minister of Munitions*, 1917, Eng. App. Rep., vol. ii, p. 114). A similar view was taken by the Scottish appeal tribunal as regards refusal to obey orders. A work-

1916 Act, s. 18 (3).

Sch. Rule 2.

P. 300.

Sch. Rule 4
(b).

man engaged on an urgent job took ill. A foreman ordered another man to take up the job, and he refused. He was prosecuted for refusing to obey the lawful order of a person having authority over him. The local tribunal held that the foreman's order to do the work was a reasonable order in the circumstances, and that the workman's refusal to do it was "a subversion of discipline," and they convicted him. An appeal against their finding was dismissed, in respect that no question of law was involved (*Shaw v. Stein & Co.*, 1917, Scot. App. Rep., vol. i., p. 87).

P. 300.

91. An order is not "lawful" if it involves a substantial alteration of a contract of service. Workmen were paid on time. The employers proposed to change the method of payment to piece rates. The men objected, unless they were guaranteed a minimum sum per week. It was held that the change was one the employers could not make, unless of consent of the men, or upon the Minister's instructions, and that, in declining to work on piece, the men were not contravening article 4 (b) of the regulations (*National Projectile Factory v. Fagan*, 1917, Eng. App. Rep., vol. ii., p. 82). But in another case it was held that men were not excused from obeying an order because the employers would not take steps to arbitrate upon a dispute as to the kind of work the men were bound to do (*Foster v. Bolton & Sons*, 1917, Eng. App. Rep., vol. ii., p. 57).

P. 301.

92. A workman can be convicted only of the offence he is charged with. But if, without objection, or without asking for an adjournment, he elects to answer to some other offence than that notified, he is held to have waived any objection he might have taken to the com-

plaint (*Shelton Iron and Steel Company v. Hassall*, P. 294. 1916, Eng. App. Rep., vol. i., p. 208).

STATUTORY OFFENCES.

93. The Munitions Acts create a large number of new offences against the law, some of which can be committed by employers only, some by workmen only, and some by either employers or workmen. These offences, with the penalties attached, are set forth in an appendix hereto. It is to be noted that certain of these offences may be committed by a contractor or sub-contractor. The Munitions Act does not define either of these terms, but in many industrial establishments it is common for work to be done upon the contract system, and also for parts of work to be given out to sub-contractors. At the present time probably much work, or part work, is being done in this way. It should be kept in view, therefore, by all who are engaged in war work, either directly or indirectly, that, as regards some offences, the scope of such words as "employer" or "owner of a controlled establishment" may possibly be wider than their ordinary meaning might suggest.

Appendix
p. 261.

RULES AND REGULATIONS

94. These may be issued by the Minister of Munitions without the formalities of notice and publication which is required by the Rules Publication Act, 1893, and may be made as occasion requires for the purpose of carrying out the Act. As the Documentary Evidence Acts, 1868 and 1882, are made applicable to the Act, an official copy of orders, rules, and regulations made under the Act is sufficient *prima facie* evidence of their terms.

56 & 57 Vict.
c. 66.
1916 Act, s.
25.
1915 Act, s.
18.

1916 Act, s.
20;

The duties which the Act lays upon the Department of the Ministry of Munitions are multifarious. But the Minister may delegate his powers to any other Government Department, in which event the officers of that Department shall possess the same powers as the Act confers upon the Minister of Munitions and his officers.

PURPOSE OF THE ACT

95. The purpose of the Munitions Code is to protect all interests, and to remove causes of friction whether between employers and workmen, or between classes of workers. It is perhaps hardly to be expected that either employers or workmen should regard very cordially legislation which calls upon employers to forego the enhanced profits which the exceptional economic situation might confer upon them, and which suspends for the time being certain long-cherished privileges by which workmen set great store. But, however difficult it may be for the industrial world to grasp legislation which temporarily upsets long-accepted notions of freedom of contract, some form of sacrifice is the lot of all classes in the present exceptional times, and the temporary abandonment of cherished ideals is the form of sacrifice which, in the national interest, the Munitions Act requires of the industrial community. If the Act curtails individual liberty of action, as it does, it at any rate treats employers and workmen alike in that respect, and, although the Act creates many novel offences, if all interested will make themselves familiar with the provisions of the Act, and endeavour to live up to the spirit of it, occasion need not very frequently arise for enforcing its penal clauses.

96. It is a common delusion that munitions workers

alone have any interest in the Munitions Acts. But in some important matters the Act reaches all classes of the community, whether engaged in munitions work or not. Under the old scheme "any person" might incur the serious penalty which the Act attaches to the offence of employing a worker who did not produce a leaving certificate from his or her last employer; or to the offence of tampering with a leaving certificate or personating the holder of it. As the code now stands "any person" may commit the offence of obstructing an inspector of the Ministry of Munitions in the discharge of his duty; or the offence of making false representations for the purpose of evading the Act, or in any proceedings under the Act; or the offence of disclosing information to others which had been given only for the use of the Minister of Munitions; or the offence of employing a workman who has been on munitions work or non-munitions work, without the sanction of the Minister; and one of the most serious offences of all—attempting to enforce pre-war practices or customs tending to restrict production or employment—may also be committed by "any person." There is also a very sweeping general clause applicable to offences by limited companies, which makes liable to the same penalty as the company every director, manager, secretary, or other officer of the company who was cognisant of the offence.

1915 Act, s. 7,
p. 69; s. 14
(1) (e).

1915 Act, s./
12.

1916 Act, s.
17 (2).

1915 Act, s.
12.

1916 Act, s.
16 (2).

1916 Act, s.
2 (1) (2).

1915 Act, s. 4,
(3).

1916 Act, s.
18 (4).

97. It should be kept in mind also that Defence of the Realm offences may be committed by "any person," and that the regulations define a "munitions offence" as meaning "an offence in contravention of any order made or any directions, regulations, or restrictions given or issued by the Minister of Munitions under these regulations; or an offence against these regula-

Def. of Realm
Reg. 56 (14).

tions in respect of any matter within the scope of the powers and duties for the time being assigned to the Minister of Munitions."

Def. of Realm
Reg. 2 (a).

Reg. 2 (b)

Reg. 7

Reg. 8

Reg. 8 (a).

Reg. 8 (c).

Reg. 8 (e).

Reg. 10

Reg. 29 (a).

Reg. 30 (a).

Reg. 41.

Reg. 56 (14).

These Defence of the Realm Regulations empower the Minister of Munitions to take possession of unoccupied premises for housing munitions workers; to take possession of war material, food, forage, and stores, and of articles required for or in connection with the production thereof; to requisition the output of factories manufacturing arms, ammunition, &c.; to prohibit exhibitions prejudicial to the production of war material; to take the use of a factory or workshop or plant; to direct or restrict work in any factory, or to remove plant; to require Government contractors to use registered designs; to close licensed premises; to prohibit or regulate building work; to prohibit any persons entering a safeguarded factory without a permit; to prohibit dealings in war material; to prohibit the unauthorised use of naval, military, or police uniforms, decorations, medals, or badges. Contravention of orders made by the Minister of Munitions in regard to such matters is not prosecuted for under the Munitions Acts, but as an offence against the Defence of the Realm Regulations. The Minister of Munitions may report any case to the Crown officials, who may direct it to be tried by a Court of summary jurisdiction, or by a civil Court with a jury, or, with consent of the Admiralty or Army Council, by court-martial, but the accused person has an option to demand a civil Court trial. The decision of the Minister of Munitions is conclusive as to whether any offence is a "munitions offence."

APPENDICES.

APPENDIX I.

COMBINED TEXT

OF

THE MUNITIONS OF WAR ACTS, 1915, 1916, AND 1917.

5 & 6 Geo. V.
c. 54; 5 & 6
Geo V. c 99;
7 & 8 Geo. V.
c 45.

Note—For separate texts of Acts, see Appendix II

An Act (and Amending Acts) to make provision for A.D. 1915
furthering the efficient manufacture, transport,
and supply of Munitions for the present war;
and for purposes incidental thereto.

1915 Act.

[2nd July, 1915.]

1916 Act.

[27th January, 1916.]

1917 Act.

[21st August, 1917]

BE it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

PART I.

- 1915, s. 1 (1). If any difference exists or is apprehended between any employer and persons employed, or between any two or more classes of persons employed, and the difference is one to which this Part of this Act applies, that difference, if not determined by the parties directly concerned or their representatives or under existing agreements, may be reported to the Board of Trade, by or on behalf of either party
- 1917, s. 6 (2). to the difference, or by or on behalf of any Government Department, and the decision of the Board of Settlement of labour differences.

Trade as to whether a difference has been so reported to them or not, and as to the time at which a difference has been so reported, shall be conclusive for all purposes.

- 1915, s. 1 (2). The Board of Trade shall consider any difference so reported and take any steps which seem to them expedient to promote a settlement of the difference, and, in any case in which they think fit, may, and in the case where the difference is a difference between an employer and persons employed which appears to the Board of Trade a *bona fide* difference, and which the Board have failed to settle by such steps as aforesaid, shall, within twenty-one days from the date of the report refer the matter for settlement either in accordance with the provisions of the First Schedule to this Act or, if in their opinion suitable means for settlement already exist in pursuance of any agreement between employers and persons employed, for settlement in accordance with those means.
- 1915, s. 1 (3). Where a matter is referred under the last foregoing subsection for settlement otherwise than in accordance with the provisions of the First Schedule to this Act, and the settlement is in the opinion of the Board of Trade unduly delayed, the Board may annul the reference and substitute therefor a reference in accordance with the provisions of the said Schedule.
- 1915, s. 1 (4). The award on any such settlement shall be binding both on employers and employed and may be retrospective; and if any employer, or person employed, thereafter acts in contravention of, or fails to comply with, the award, he shall be guilty of an offence under this Act.
- 1917, s. 6 (1). The Minister of Labour may make regulations with respect to the reporting of differences under section one of the Munitions of War Act, 1915, and with

a view to preventing undue delay in negotiations for settling such difference may by those regulations prescribe the time within which any such difference is to be reported to him.

- 1917, s. 5 (1). Where an award as to a change in the rate of wages payable to persons engaged on or in connection with munitions work, or as to hours of work or otherwise as to terms or conditions of, or affecting employment of, persons so engaged, has been made either under Part I of the Munitions of War Act, 1915, or in pursuance of an agreement between representatives of employers and workmen, and the Minister of Munitions is satisfied that the award is binding upon employers employing the majority of the persons engaged on or in connection with munitions work in any trade or branch of a trade either generally or in a particular district, the Minister of Munitions may by order direct that the award shall be binding on all or any other employers and persons so engaged, either without modifications or subject in any particular cases to such modifications contained in the direction as the Minister may consider necessary to adapt the award to the circumstances of such cases, and in particular in order that no such other employer shall be enabled to pay less wages than are payable in the like circumstances by employers who were originally bound by the award.

Power to make certain awards as to wages binding on trades.

- 1917, s. 5 (2). Where any such directions are given the award shall be binding not only on the employers and persons so engaged who are affected by the award as originally made, but also, subject to such modifications (if any) as aforesaid, on the other employers and persons so engaged to whom the directions relate, and any contravention thereof or non-compliance therewith shall be punishable in like manner as if the award and the order in which such directions are contained were an award made in

80 MUNITIONS ACTS, 1915-16-17.

settlement of a difference under Part I. of the Munitions of War Act, 1915, and had been made in respect of a dispute affecting such employers and persons so engaged.

- 1917, s. 1 (1). If at any time during the continuance of the present war the Minister of Munitions considers it necessary, in order to maintain the output of munitions, that directions should be given with respect to the remuneration to be paid for work (being munitions work or work in connection therewith or work in any controlled establishment), which at the time when the directions are given is paid at time rates, he may, subject always and without prejudice to any agreement made between employers and workmen with the consent of the Minister with respect to the remuneration of such work, by order give such directions with respect to the remuneration of such work as he may consider necessary for the purpose of the maintenance or increase of output. Power to give directions as to remuneration of certain classes of work.
- 1917, s. 1 (2). Any contravention of or non-compliance with any such directions shall be punishable in like manner as if the order in which the directions are contained was an award made in settlement of a difference under Part I. of the Munitions of War Act, 1915, but where a difference has arisen respecting matters on which the Minister of Munitions has given directions under this section the difference shall be referred to a special arbitration tribunal constituted under section eight of the Munitions of War (Amendment) Act, 1916. 5 & 6 Geo V. c 54
5 & 6 Geo V. c. 99.
- 1917, s. 1 (3). Any directions given under this section may be varied from time to time, but shall not continue in force after the termination of the present war.
- 1916, s. 8 (1). The Minister of Munitions may constitute special arbitration tribunals to deal with differences reported under Part I. of the principal Act which relate to matters on which the Minister of Munitions Establishment of special arbitration tribunals.

has given or is empowered to give directions under the last two preceding sections, and the Board of Trade may refer any such difference for settlement to such tribunal in lieu of referring it for settlement in accordance with the First Schedule to the principal Act. 1916 Act,
ss. 6, 7.

1916, s. 8(2). The Minister of Munitions may also refer to a special arbitration tribunal so constituted, for advice, any question as to what directions are to be given by him under the said sections.

1916, s. 8(3). The tribunal to which matters and questions relating to female workers are to be referred under this section shall include one or more women.

1916, s. 23. The Arbitration Act, 1889, shall not apply to any reference to any referee or board of referees under the principal Act or this Act or the rules made thereunder Exclusion of
Arbitration
Act, 1889.

1915, s. 2(1). An employer shall not declare, cause or take part in a lock-out, and a person employed shall not take part in a strike, in connexion with any difference to which this Part of this Act applies, unless the difference has been reported to the Board of Trade, and twenty-one days have elapsed since the date of the report, and the difference has not during that time been referred by the Board of Trade for settlement in accordance with this Act. Prohibition
of lock-outs
and strikes
in certain
cases.

1915, s. 2(2). If any person acts in contravention of this section, he shall be guilty of an offence under this Act.

1916, s. 21. For the purposes of proceedings under section two of the principal Act, a certificate of the Board of Trade purporting to be signed by the President or a secretary or assistant secretary of the Board of Trade, or by a person authorised for the purpose by the President that a difference to which Part I. of the principal Act applies has or has not been reported to the Board, and, in cases where such a Admissibility
in evidence
of certificates
by Board of
Trade.

82 MUNITIONS ACTS, 1915-16-17.

difference has been reported, as to the date on which it was reported, shall be admissible as evidence of the facts therein stated.

- 1915, s. 3. The differences to which this Part of this Act applies are differences as to rates of wages, hours of work, or otherwise as to terms or conditions of or affecting employment on or in connection with munitions work ; and also any differences as to rates of wages, hours of work, or otherwise as to terms or conditions of or affecting employment on or in connection with any other work of any description, if this Part of this Act is applied to such a difference by His Majesty by Proclamation on the ground that in the opinion of His Majesty the existence or continuance of the difference is directly or indirectly prejudicial to the manufacture, transport, or supply of Munitions of War.
- 1916, s. 9(2).

Differences to which Part I. applies.

This Part of this Act may be so applied to such a difference at any time, whether a lock-out or strike is in existence in connexion with the difference to which it is applied or not :

Provided that if in the case of any industry the Minister of Munitions is satisfied that effective means exist to secure the settlement without stoppage of any difference arising on work other than on munitions work, no proclamation shall be made under this section with respect to any such difference.

When this Part of this Act is applied to any difference concerning work other than munitions work the conditions of labour and the remuneration thereof prevailing before the difference arose shall be continued until the said difference is settled in accordance with the provisions of this Part of this Act.

PART II.

- 1915, s. 4. If the Minister of Munitions considers it expedient for the purpose of the successful prosecution of the war that any establishment in which munitions work

Controlled establishments.

is carried on should be subject to the special provisions as to limitation of employers' profits and control of persons employed and other matters contained in this section, he may make an order declaring that establishment to be a controlled establishment, and on such order being made the following provisions shall apply thereto :—

- 1916, s. 1. The Minister of Munitions may by order declare any establishment or establishments belonging to or under the control of His Majesty or any Government Department in which munitions work is carried on to be a controlled establishment or controlled establishments as the case may be, and thereupon the provisions of the Munitions of War Act, 1915 (herein-after referred to as "the principal Act"), and this Act relating to controlled establishments shall apply to such an establishment or establishments subject to such modifications and exceptions necessary to adapt those provisions to such an establishment or establishments as may be specified in such order. Power to declare Government factories, &c., controlled establishments. 5 & 6 Geo. 5. c. 54.
- 1915, s. 4(1). Any excess of the net profits of the controlled establishment over the amount divisible under this Act, as ascertained in accordance with the provisions of this Act, shall be paid into the Exchequer.
- 1915, s. 4(2). Any proposal for any change in the rate of wages, salary, or other emoluments of any class of persons employed in the establishment, or of any persons engaged in the management or the direction of the establishment (other than a change for giving effect to any Government conditions as to fair wages or to any agreement between the owner of the establishment and the workmen which was made before the twenty-third day of June, nineteen hundred and fifteen), or to any agreement existing before the establishment
- 1916, s. 11.

1915, s. 4 (2). became a controlled establishment between the owner of the establishment and an employee with regard to any periodical increase of remuneration, shall be submitted to the Minister of Munitions, who may withhold his consent within fourteen days of the date of the submission:

1915, s. 4 (2). Provided that if the Minister of Munitions so directs, or if the Minister's consent is withheld and the persons proposing the change so require, the matter shall be referred for settlement in accordance with the provisions of the First Schedule to this Act, and the consent of the arbitration tribunal, if given, shall in that case have the same effect as the consent of the Minister of Munitions.

If the owner of the establishment or any contractor or sub-contractor employing labour therein makes any such change, or attempts to make any such change, without submitting the proposal for the change to the Minister of Munitions or when the consent of the Minister has been withheld, he shall be guilty of an offence under this Act

1915, s. 4 (3). Any rule, practice, or custom not having the force of law which tends to restrict production or employment shall be suspended in the establishment, and if any person induces or attempts to induce any other person (whether any particular person or generally) to comply, or continue to comply, with such a rule, practice, or custom, that person shall be guilty of an offence under this Act.

If any question arises whether any rule, practice, or custom is a rule, practice, or custom which tends to restrict production or employment, that question shall be referred to the Board of Trade, and the Board of

Trade shall either determine the question themselves or, if they think it expedient or either party requires it, refer the question for settlement in accordance with the provisions contained in the First Schedule to this Act. The decision of the Board of Trade or arbitration tribunal, as the case may be, shall be conclusive for all purposes.

1915, s. 4(4). The owner of the establishment shall be deemed to have entered into an undertaking to carry out the provisions set out in the Second Schedule to this Act, and any owner or contractor or sub-contractor who breaks or attempts to break such an undertaking shall be guilty of an offence under this Act.

1917, s. 8. (1) The undertaking which the owner of a controlled establishment is by virtue of subsection (4) of section four of the Munitions of War Act, 1915, deemed to have entered into shall include an undertaking that piece prices, time allowances, or bonuses on output, or the rates or prices payable under any other system of payments by results, once fixed in the establishment may not be altered except in accordance with any procedure which has been adopted by agreement between the owner of the establishment and the workmen or their representatives and is in force in the establishment at the passing of this Act or by the direction of the Minister of Munitions, which direction shall not be given except in accordance with an agreement between the owner of the establishment and the trade unions representing the workmen affected by the alteration, or failing agreement after consultation with the parties concerned:

Restrictions on alteration of piece prices, &c., in controlled establishments.

Provided that this provision shall not apply where the alteration is made in accordance with the directions as to the rates of wages of female workers given by the Minister of Munitions under section six of the Munitions of War (Amendment) Act, 1916,

nor shall this provision apply to shipbuilding yards or ship-repairing yards, but as respects such yards the Minister of Munitions or the Admiralty may make rules regulating the alteration of the rates or prices payable under systems of payments by results therein.

(2) Where an alteration of the rates or prices payable under a system of payment by results is made in accordance with the provisions of this section, paragraph seven of the Second Schedule to the Munitions of War Act, 1915, shall not apply.

1916, s. 15. Where non-union labour is introduced during the war into any class of work in a controlled establishment in which it was the practice prior to the war to employ union labour exclusively the owner of the establishment shall be deemed to have undertaken that such introduction shall only be for the period of the war, and if he breaks or attempts to break such an undertaking he shall be guilty of an offence under the principal Act and liable to a fine not exceeding fifty pounds; but subject as aforesaid such introduction shall not be deemed to be a change of working conditions.

Restriction on change from union to non-union labour.

1916, s. 4 (5). The employer and every person employed in the establishment shall comply with any regulations made applicable to that establishment by the Minister of Munitions with respect to the general ordering of the work in the establishment with a view to attaining and maintaining a proper standard of efficiency and with respect to the due observance of the rules of the establishment.

See Order, p. 205.

1916, s. 7. The Minister of Munitions shall have power by order to give directions as to the rate of wages, hours of labour or conditions of employment of semi-skilled and unskilled men employed in any controlled establishment on munitions work being work of a class which, prior to the war, was customarily

Rates of wages of semi-skilled and unskilled labour in controlled establishments.

undertaken by skilled labour, or as to the time rates for the manufacture of complete shell and fuses and cartridge cases in any controlled establishment in which such manufacture was not customary prior to the war; and any direction so given shall be binding on the owner of the establishment, and any contractor or sub-contractor employing labour therein, and the workers to whom the directions relate, and any contravention thereof or non-compliance therewith shall be punishable, in like manner as if the order in which the direction is contained was an award made in settlement of a difference under Part I. of the principal Act.

See Order,
p. 185.

1915, s. 4(5). If the employer or any person so employed acts in contravention of or fails to comply with any such regulation, that employer or person shall be guilty of an offence under this Act.

1917, s. 10. Proceedings against a person for contravening or failing to comply with regulations made by the Minister of Munitions under subsection (5) of section four of the Munitions of War Act, 1915, shall not be instituted except by the Minister of Munitions or the Admiralty, or by a person acting on his or their behalf.

Proceedings
under s 4(5)
of principal
Act.

1915, s. 4(6). The owners of an establishment shall have power, notwithstanding anything in any Act, Order, or deed under which they are governed, to do all things necessary for compliance with any provisions of this section, and any owner of an establishment shall comply with any reasonable requirements of the Minister of Munitions as to information or otherwise made for the purposes of this section, and, if he fails to do so, shall be guilty of an offence under this Act.

Where in any establishment munitions work is carried on in some part of the establishment but

88 MUNITIONS ACTS, 1915-16-17.

not in other parts, the Minister of Munitions may, if he considers that it is practicable to do so, treat any part of the establishment in which munitions work is not carried on as a separate establishment, and the provisions of this Act shall take effect accordingly.

- 1916, s. 24. Where the Minister of Munitions makes an order Effect of revoking any order previously made by him under revocation section four of the principal Act, the order so re- of orders. voked shall, if that order has not been in operation for more than three months and was made under a misapprehension and the revoking order so directs, be treated for all or any of the purposes thereof as if it had never had effect.
- 1915, s. 5(1). The net profits of a controlled establishment shall Supplemen- be ascertained in accordance with the provisions of tary provi- this section and rules made thereunder and the sions as to amount of profits divisible under this Act shall be the limita- taken to be an amount exceeding by one-fifth the tion of the standard amount of profits. profits of a controlled establish- ment.
- 1915, s. 5(2). The standard amount of profits for any period shall be taken to be the average of the amount of the net profits for the two financial years of the establishment completed next before the outbreak of the war or a proportionate part thereof.
- 1915, s. 5(3). If in any case it appears or is represented to the Minister of Munitions that the net profits or losses of
- 1916, s. 19. all or any other establishments belonging to the same owner should be brought into account, or that the average under this section affords or may afford an unfair standard of comparison or affords no standard of comparison, or that no such average exists, the Minister may, if he thinks just, allow or require those net profits or losses to be brought into account, or substitute for the average such an amount as the standard amount of profits as may be agreed upon with the owner of the establishment.

The Minister of Munitions may, if he thinks fit, and shall, if the owner of the establishment so requires, refer the matter to be determined by a referee or board of referees appointed or designated by him for the purpose, and the decision of the referee or board shall be conclusive on the matter for all purposes.

1916, s. 22
(2).

Where a referee or board of referees to whom a matter has, under subsection (3) of section five of the principal Act, been referred by the Minister of Munitions on the requirement of the owner of an establishment, considers that the requirement was unreasonable, the referee or board of referees may order that any costs payable by the owner of the establishment shall be paid out of the amount of profits divisible under the principal Act.

1915, s. 5(4).

The Minister of Munitions may make rules for carrying the provisions of this section into effect, and these rules shall provide for due consideration being given in carrying out the provisions of this section as respects any establishment to any special circumstances such as increase of output, provision of new machinery or plant, alteration of capital or other matters which require special consideration in relation to the particular establishment.

1915, s. 6(1).

If any workman in accordance with arrangements made by the Minister of Munitions with or on behalf of trade unions enters into an undertaking with the Minister of Munitions that he will work at any controlled establishment to which he may be assigned by the Minister, and be subject to the penalty imposed by this Act if he acts in contravention of or fails to comply with the undertaking, that workman shall if he acts in contravention of or fails to comply with his undertaking be guilty of an offence under this Act.

Voluntary
undertaking
to work for
Minister of
Munitions.

90 MUNITIONS ACTS, 1915-16-17.

- 1915, s. 6 (2). If any employer dissuades or attempts to dissuade a workman in his employment from entering into an undertaking under this section, or retains or offers to retain in his employment any workman who has entered into such an undertaking after he has received notice from the Minister of Munitions that the workman is to work at some other establishment, that employer shall be guilty of an offence under this Act.
- 1916, s. 3 (1). Where a workman has entered into an undertaking with the Minister of Munitions under section six of the principal Act, and was at the time of entering into that undertaking in the employment of any employer, then if that employer within the period of six weeks from the date of the undertaking dismisses that workman from his employment he shall be guilty of an offence under the principal Act, and shall be liable to a fine not exceeding five pounds unless he proves that there was reasonable cause for dismissing the workman.
- 1916, s. 3 (2). It is hereby declared that where the fulfilment by any workman of any contract is interfered with by the necessity on his part of complying with an undertaking entered into by him under section six of the principal Act that necessity is a good defence to any action or proceedings taken against that workman in respect of the non-fulfilment of the contract so far as it is due to the interference, and he shall be entitled to enter into such an undertaking notwithstanding the existence of such a contract.
- 1916, s. 3 (3). Section six of the principal Act shall apply to a workman who had before the passing of the principal Act entered into an undertaking of the nature mentioned in that section in like manner as if the undertaking had been entered into in pursuance of that section.

1916, s. 4.

Where a person who has been temporarily released from naval or military service for the purpose of employment on or in connection with munitions work, or a workman who has entered into an undertaking with the Minister of Munitions under section six of the principal Act or to whom that section is applied by this Act has been assigned to any employer, and that employer has entered into an undertaking with the Minister of Munitions as to the class or description of work on or in connection with which the person or workman so assigned to him is to be employed, then if the employer acts in contravention of or fails to comply with any of the provisions of the undertaking he shall be guilty of an offence under the principal Act, and liable to a fine not exceeding five pounds

Offences by employers in connection with munitions workers assigned to them.

Note—Section seven of 1915 Act (as amended by section five of 1916 Act) creating the leaving certificate was repealed as from 15th October, 1917, by Order No. 1050 made by the Minister of Munitions in pursuance of section two of 1917 Act, whereupon the following enactments took the place of the repealed sections:—

1917, s. 2.

The Minister of Munitions, on being satisfied that the provisions of section seven of the Munitions of War Act, 1915, as amended by any subsequent enactment, can consistently with the national interests be repealed, may by order repeal those provisions, and thereupon the following provisions shall have effect in lieu thereof:—

Restriction on employment of workmen who have been engaged on certain munition work.

1917, s. 2(1).

(1) It shall not be lawful for a person without the consent of the Minister of Munitions to give employment to a workman who has, since the passing of this Act, been employed—

(a) on or in connection with munitions work of a class specified in paragraph (a)

of subsection (1) of section nine of the Munitions of War (Amendment) Act, 1916 ;
or

(b) on 'or in connection with munitions work of any other class which may be specified in an order of the Minister of Munitions

where the work on which he is to be employed is not work on or in connection with munitions work.

The consent of the Minister of Munitions for the purposes of this provision may be given either as respects an individual case or generally as respects work or workmen of any particular class or description :

- 1917, s. 2(2). (2) If any person contravenes this provision he shall be guilty of an offence, triable by a munitions tribunal of the second class, under the Munitions of War Act, 1915, unless he proves that he did not know that, and had taken all reasonable steps to ascertain whether, the workman had been so employed ; but proceedings for such an offence shall not be instituted except by the Minister of Munitions or the Admiralty, or by a person acting on his or their behalf :
- 1917, s. 2(3). (3) A person guilty of such an offence shall be liable to a fine not exceeding five pounds for each day or part of a day during which the contravention continues :
- 1917, s. 2(4). (4) The purpose of ascertaining whether the provisions of this section have been contravened in any establishment shall be included amongst the purposes for which the powers of entry, examination, and enquiry conferred by section seventeen of the Munitions of War (Amendment) Act, 1916, are exercisable.

1917, s. 3(1). (1) If the provisions of section seven of the ^{Termination} Munitions of War Act, 1915, as amended by any ^{of contracts.} subsequent enactment, are repealed by an order under this Act a contract of service between an employer and a workman employed on or in connection with munitions work shall, notwithstanding any agreement to the contrary, not be determinable by either party except by a week's notice or on payment of a sum equal to an average week's wages under the contract:

Provided that this section shall not apply—

- (a) where under the contract a longer notice than one week is required ;
- (b) in the case of workmen engaged in ship-repairing, or of workmen of any class which is exempted by order of the Minister of Munitions on the ground that the circumstances of their employment were such that the provisions of this section ought not to apply to them, or of workmen whose employment is of a discontinuous or temporary nature ;
- (c) in the case of the termination of a contract on the ground of such misconduct on the part of either party or his agent as would justify the immediate termination of the contract by the other party.

1917, s. 3(2). (2) Any sum payable in lieu of notice under this section by an employer or workman shall be recoverable before a munitions tribunal of the second class, and payment of a sum adjudged to be paid by such a tribunal in such proceedings shall be enforceable in like manner as payment of a fine imposed by the tribunal

Nothing in this section shall be construed as affecting the operation of any of the other provisions of the Munitions of War Acts, 1915 to 1917.

94 MUNITIONS ACTS, 1915-16-17.

1917, s. 9. No workman employed on or in connection with munitions work shall be discharged on the ground that he has joined or is a member of a trade union, or that he has taken part in any trade dispute, and if any employer discharges a workman on any such ground he shall be guilty of an offence triable by a munitions tribunal of the second class under the Munitions of War Act, 1915, and shall be liable to a fine not exceeding ten pounds, and the tribunal may order that the whole or any part of the fine imposed shall be paid as compensation to the workman : Penalty on dismissal of workman on ground of membership of trade union.

Provided that nothing in this section shall prejudice any right of action for wrongful dismissal that the workman may have against his employer.

1916, s. 6(1). Where female workers are employed on or in connection with munitions work in any establishment, the Minister of Munitions shall have power by order to give directions as to the rate of wages, or (subject, so far as the matter is one which is dealt with by the Factory and Workshops Acts, 1901 to 1911, to the concurrence of the Secretary of State) as to hours of labour, or conditions of employment of the female workers so employed. Rates of wages of women employed on munitions work.

1916, s. 6(2). Any directions given by the Minister of Munitions under this section shall be binding on the owner of the establishment and any contractor or sub-contractor employing labour therein and the female workers to whom the directions relate, and any contravention thereof or non-compliance therewith shall be punishable, in like manner as if the order in which the direction is contained was an award made in settlement of a difference under Part I. of the principal Act.

1916, s. 6(3). No direction given under this section shall be deemed to relieve the occupier of any factory or workshop from the obligation to comply with the

provisions of the Factory and Workshops Acts, 1901 to 1911, or of any orders or regulations made thereunder, or to affect the liability of any person to be proceeded against for an offence under the Employment of Children Act, 1903, so however that no person be twice punished for the same offence.

1915, s. 8(1). The Minister of Munitions may make rules authorising the wearing of badges or other distinctive marks by persons engaged on munitions work or other work for war purposes, and as to the issue and return of any such badges or marks, and may by those rules prohibit the use, wearing or issue of any such badges or of any badges or marks indicating or suggesting that any person is engaged on munitions work or work for war purposes except as authorised by those rules. Rules as to badges.

1915, s. 8(2). If any person acts in contravention of, or fails to comply with any such rules, he shall be guilty of an offence against this Act.

1915, s. 9. This Part of this Act shall apply to any docks used by the Admiralty for any purposes connected with the war as it applies to establishments in which munitions work is carried on, with the substitution in relation to any such docks or persons employed in any such docks of the Admiralty for the Minister of Munitions. Application of Part II. to docks used by Admiralty.

1916, s. 10. Provided that the power of making an order applying section seven of this Act to any dock shall rest with the Minister of Munitions, and not with the Admiralty.

PART III.

1915, s. 10. The following paragraph shall be substituted for paragraph (d) set out in subsection (1) of section one of the Defence of the Realm (Amendment) No. 2 Act, 1915, and shall be deemed to have been contained in that Act, namely:— Amendment of the Defence of the Realm (Amendment) No. 2 Act, 1915, 5 Geo 5, c. 37.

(d) to regulate or restrict the carrying on of any

work in any factory, workshop, or other premises, or the engagement or employment of any workman or all or any classes of workmen therein, or to remove the plant therefrom with a view to maintaining or increasing the production of munitions in other factories, workshops, or premises, or to regulate and control the supply of metals and material that may be required for any articles for use in war.

1915, s. 11
(1).

The owner of any establishment in which persons are employed shall, if so required by the Minister of Munitions, give to the Minister such information, in such form and in such manner, as the Minister may require as to

Power to
require infor-
mation from
employers.

- (a) the numbers and classes of persons employed or likely to be employed in the establishment from time to time;
- (b) the numbers and classes of machines at any such establishment;
- (c) the nature of the work on which any such persons are employed, or any such machines are engaged, from time to time;
- (d) any other matters with respect to which the Minister may desire information for the purpose of his powers and duties;

and the Minister may arrange with any other Government department for the collection of any such information.

1915, s. 11
(2).

If the owner of any establishment fails to comply with this section he shall be guilty of an offence under this Act.

1916, s. 16
(1).

In subsection (1) of section eleven of the principal Act, which specifies the matters in respect of which owners of establishments in which persons are employed are, if required by the Minister of Munitions,

Extension
of section
eleven of
principal Act.

to give information, the following paragraph shall be inserted after paragraph (c):—

- (cc) the cost of production of the articles produced or dealt with in the establishment, and the cost of the materials used for such production, and the names and addresses of the persons by whom such materials were supplied or who are under contract to supply them.

1916, s. 16
(2).

If any person, except as authorised by the Minister of Munitions, discloses, or makes use of any information given under section eleven of the principal Act, as amended by this or any subsequent enactment, he shall be guilty of a misdemeanour and on conviction be liable to imprisonment, with or without hard labour, for a term not exceeding two years, or to a fine, or to both imprisonment and a fine.

1916, s. 17
(1).

An inspector appointed by the Minister of Munitions for the purposes of the principal Act shall have power to enter at all reasonable times the premises of any establishment (other than a private dwelling-house not being a workshop) for the purpose of ascertaining whether it is desirable to put in force as respects any establishment or any person employed therein any of the powers of the Minister of Munitions, whether under the principal Act or otherwise or for the purpose of obtaining any information in connection with the supply of munitions, and to make such examination and inquiry as may be necessary for any such purpose, and the owner of the establishment and every person engaged in the management or direction of the establishment shall furnish to any such inspector all such information, and shall produce for inspection all such registers, wages books, and other similar documents, as the inspector may reasonably require.

Powers of
inspectors.

1916, s. 17
(2).

If any person wilfully delays or obstructs an inspector in the exercise of any power under this

section or fails to give such information or to produce such documents as aforesaid, he shall be guilty of an offence under the principal Act, and shall be liable to a fine not exceeding ten pounds.

1916, s. 17
(3).

Every inspector shall be furnished with a certificate as to his appointment, and on applying for admission to any premises for the purposes of this section shall, if so required, produce such certificate.

1915, s. 12.

If any person makes any false statement or representation, or gives any false certificate, or furnishes any false information—

Punishment
for false
statements,
&c.

1916, s. 14.

(a) for the purpose of evading any provision of this Act; or

(b) in any proceedings before any munition tribunal, arbitration tribunal, referee, or board of referees under this Act or the rules made thereunder; or

(c) to the Minister of Munitions or any officer employed by him, for the purpose of obtaining or retaining employment, or of obtaining or retaining the services of any workman;

he shall be guilty of an offence and liable on conviction under the Summary Jurisdiction Acts to imprisonment with or without hard labour for a term not exceeding three months or to a fine not exceeding fifty pounds.

1915, s. 13.

There shall be paid out of moneys provided by Parliament to any person being a member of an arbitration tribunal, munitions tribunal, or board of referees under this Act, or being a referee under this Act, and to any other officers required in connexion with any such tribunal or board, such remuneration and travelling or other expenses (including compensation for loss of time) as the Minister of Munitions or Board of Trade, as the case may be, with the sanction of the Treasury may determine.

Payment of
members of
arbitration
and munitions
tribunals, &c

1915, s. 14
(1).

Any person guilty of an offence under this Act— *Penalties.*

- (a) shall, if the offence is a contravention of or failure to comply with an award, be liable to a fine not exceeding five pounds for each day or part of a day during which the contravention or failure to comply continues, and, if the person guilty of the offence is an employer, for each man in respect of whom the contravention or failure takes place; and
- (b) shall, if the offence is a contravention of the provisions of this Act with respect to the prevention of lock-outs, be liable to a fine not exceeding five pounds, in respect of each man locked out, for each day or part of a day during which the contravention continues; and
- (c) shall, if the offence is a contravention of the provisions of this Act with respect to the prohibition of strikes, be liable to a fine not exceeding five pounds for each day or part of a day during which the contravention continues; and
- (d) shall, if the offence is a contravention of or failure to comply with any regulations in a controlled establishment or any undertaking given by a workman under Part II of this Act, be liable in respect of each offence to a fine not exceeding three pounds; and
- (e) shall, if the offence is a contravention of or failure to comply with any other provisions of this Act, be liable in respect of each offence to a fine not exceeding fifty pounds.

1915, s. 14
(2).

A fine for any offence, under this Act, shall be recoverable only before the munitions tribunal established for the purpose under this Act

1915, s. 15
(1).

The munitions tribunal shall be a person appointed for the purpose by the Minister of Muni- *Munitions tribunals.*

100 MUNITIONS ACTS, 1915-16-17.

tions sitting with two or some other even number of assessors, one half being chosen by the Minister of Munitions from a panel constituted by the Minister of Munitions of persons representing employers and the other half being so chosen from a panel constituted by the Minister of Munitions of persons representing workmen, and the Minister of Munitions may constitute two classes of munitions tribunals, the first class having jurisdiction to deal with all offences and matters under this Act, the second class having jurisdiction, so far as offences are concerned, to deal only with any contravention of, or failure to comply with, any regulation made applicable to a controlled establishment or any undertaking given by a workman under Part II. of this Act.

- 1916, s. 18
(1). All offences which are by or under this Act made Provisions as to offences.
offences under the principal Act, other than those for which the maximum fine exceeds five pounds, shall be deemed to be offences with which munitions tribunals of the second class have jurisdiction to deal
- 1915, s. 15
(1). The Admiralty shall be substituted for the Minister of Munitions under this provision as the authority to appoint and choose members of a munitions tribunal to deal with offences by persons employed in any docks declared to be controlled establishments by the Admiralty.
- 1915, s. 15
(2). The Minister of Munitions or the Admiralty shall constitute munitions tribunals as and when occasion requires.
- 1915, s. 15
(3). Rules may be made for regulating the munitions tribunals or either class of munitions tribunals so far as relates to offences and the enforcement of orders under this Act by a Secretary of State, and so far as relates to any other matters which are re-
- 1916, s. 18
(5).

ferred to them under this Act by the Minister of Munitions, and rules made by the Secretary of State may apply, with the necessary modifications, any of the provisions of the Summary Jurisdiction Acts or any provisions applicable to a court of summary jurisdiction which it appears expedient to apply, and any provisions so applied shall apply to munitions tribunals accordingly.

In the application of this provision to Scotland the Secretary for Scotland shall be substituted for the Secretary of State, and in the application of this provision to Ireland the Lord Lieutenant shall be substituted for the Secretary of State.

1916, s. 18
(2).

Rules under section fifteen of the principal Act shall provide—

- (a) that in proceedings before a munitions tribunal the chairman shall, before giving his decision, consult with the assessors, and in all cases where the assessors are agreed he shall, except as respects questions which appear to the chairman to be questions of law, give effect to their opinion in his decision;
- (b) that where the person or persons by or on behalf of whom or against whom the complaint is made in any proceedings before a munitions tribunal is or are a female worker, or two or more female workers, the assessor or one of the assessors chosen from the panel of persons representing workmen shall be a woman.

1916, s. 18
(3).

Decisions of munitions tribunals shall be subject to appeal to such judge of the High Court as may be appointed by the Lord Chancellor for the purpose on any ground which involves a question of law or a question of mixed law and fact, or on any other ground that may be prescribed in rules made by the Lord Chancellor, in such cases and subject to such

conditions and in such manner, as may be specified in such rules, and whether by means of the statement of a special case for the opinion of the judge or otherwise; and those rules may provide for such appeals in any classes of cases specified therein being heard and determined in a summary manner and for the fixing, remission, or reduction of any fees and scales of costs, and as to the manner in which effect is to be given to the decision of the judge, and the decision of the judge on any such appeal shall be final and binding on all munitions tribunals.

In the application of this provision to Scotland "High Court" shall mean Court of Session, "Lord Chancellor" shall mean Lord President of the Court of Session, "rules made by the Lord Chancellor" shall mean Act of Sederunt.

In the application of this provision to Ireland "Lord Chancellor" shall mean the Lord Chancellor of Ireland.

1916, s. 18
(4).

In the case of a company being guilty of an offence under the principal Act, every director, manager, secretary, or other officer of the company, who is knowingly a party to the contravention or non-compliance constituting the offence shall also be guilty of the offence and liable to the like fine as the company

1915, s. 15
(4).

1916, s. 13.

A person employed or workman shall not be imprisoned in respect of the non-payment of a fine imposed by a munitions tribunal for an offence within the jurisdiction of a tribunal, but that tribunal may, without prejudice to any other available means of recovery, make an order requiring such deductions to be made on account of the fine from the wages of the person employed or workman as the tribunal think fit, and requiring the person by whom the wages are paid to account for any sums deducted in accordance with the order.

1916, s. 22
(1).

Where a munitions tribunal dismisses any case under the principal Act or this Act, and it appears to the tribunal that the proceedings were vexatious or frivolous, the tribunal shall, unless it sees good cause to the contrary, award costs to the person against whom the complaint is made, and the costs so awarded shall, unless good cause to the contrary appears, include such sum as compensation for the expenses, trouble, and loss of time incurred in or incidental to the attendance of the person against whom the complaint is made before the tribunal as to the tribunal may seem just and reasonable.

Costs in
vexatious
proceedings

1915, s. 16.

Any company, association, or body of persons shall have power, notwithstanding anything contained in any Act, order, or instrument by or under which it is constituted or regulated, to carry on munitions work during the present war

Power for
companies
to carry on
munitions
work.

1915, s. 17.

Any rule made under this Act shall be laid before each House of Parliament forthwith, and, if an Address is presented to His Majesty by either House of Parliament within the next subsequent twenty-one days on which that House has sat next after any such rule is laid before it praying that the rule may be annulled, His Majesty in Council may annul the rule and it shall thenceforth be void, but without prejudice to the validity of anything previously done thereunder

1916, s. 25.

Rules and regulations made under the principal Act as amended by this Act shall not be deemed to be statutory rules within the meaning of section one of the Rules Publication Act, 1893.

1917, s. 11.

Section seventeen of the Munitions of War Act, 1915, and section twenty-five of the Munitions of War (Amendment) Act, 1916, shall apply to any order or regulation made under this Act.

Amendment
of First
Schedule of
principal Act.

104 MUNITIONS ACTS, 1915-16-17.

1915, s. 18. The Documentary Evidence Act, 1868, as amended by the Documentary Evidence Act, 1882, shall apply to the Minister of Munitions in like manner as if that Minister were mentioned in the first column of the Schedule to the first-mentioned Act, and as if that Minister, or a secretary in the Ministry or any person authorised by the Minister to act on his behalf, were mentioned in the second column of that Schedule, and as if the regulations referred to in those Acts included any document issued by the Minister.

Application of
Documentary
Evidence Acts
to Ministry
of Munitions
31 & 32 Vict.
c. 37,
45 & 46 Vict.
c. 9.

1915, s. 19. In this Act, unless the context otherwise requires—

Interpreta-
tion

- (a) The expression “lock-out” means the closing of a place of employment, or the suspension of work, or the refusal by an employer to continue to employ any number of persons employed by him in consequence of a dispute, done with a view to compelling those persons, or to aid another employer in compelling persons employed by him, to accept terms or conditions of or affecting employment;
- (b) The expression “strike” means the cessation of work by a body of persons employed acting in combination, or a concerted refusal or a refusal under a common understanding of any number of persons employed to continue to work for an employer in consequence of a dispute, done as a means of compelling their employer or any person or body of persons employed, or to aid other workmen in compelling their employer or any person or body of persons employed, to accept or not to accept terms or conditions of or affecting employment.

1916, s. 9(1). The expression “munitions work” for the purposes of the principal Act and this Act means—

Extension of
definition of
munitions
work.

- (a) the manufacture or repair of arms, ammuni-

tion, ships, vessels, vehicles, and aircraft, and any other articles or parts of articles (whether of a similar nature to the aforesaid or not) intended or adapted for use in war, and of any other ships or vessels, or classes of ships or vessels, or parts of ships or vessels, which may be certified by the Board of Trade to be necessary for the successful prosecution of the war, and of any metals, machines, or tools required for any such manufacture or repair, and of the materials, of any class specified in an order made for the purpose by the Minister of Munitions, required for, or for use in, any such manufacture or repair as aforesaid; and

- (b) the construction, alteration or repair of works of construction and buildings for naval or military purposes, and of buildings in which munitions work is or is intended to be carried on, and the erection of machinery and plant therein, and the erection of houses for the accommodation of persons engaged or about to be engaged on munitions work; and
- (c) the construction, alteration, repair, or maintenance of docks and harbours and work in estuaries in cases where such construction, alteration, repair, maintenance or work is certified by the Admiralty to be necessary for the successful prosecution of the war; and
- (d) the supply of light, heat, water, or power or the supply of tramways facilities in cases where the Minister of Munitions certifies that such supply is of importance for the purpose of carrying on munitions work, and the erection of buildings, machinery, and plant required for such supply; and
- (e) the repair of fire engines and any other fire

106 MUNITIONS ACTS, 1915-16-17.

brigade appliances in cases where the Minister of Munitions certifies that such repair is necessary in the national interest.

- 1916, s. 9(3). This section shall not come into operation until the time fixed by rules made under section five of this Act as the date for the commencement of that section.
- 1916, s. 12. For removing doubts it is hereby declared that the expressions "workman" and "workmen," wherever they occur in the principal Act and this Act, include not only persons whose usual occupation consists in manual labour, but also foremen, clerks, typists, draughtsmen, and other persons whose usual occupation consists wholly or mainly in work other than manual labour. Explanation of term "workman"
- 1915, s. 20 (1). This Act may be cited as the Munitions of War Act, 1915. Short title and duration.
- 1915, s. 20 (2). This Act shall have effect only so long as the office of Minister of Munitions and the Ministry of Munitions exist:
- 1915, s. 20 (2). Provided that this Act shall continue to apply for a period of twelve months after the conclusion of the present war to any difference arising in relation to the performance by the owner of any establishment of his undertaking to carry out the provisions set out in the Second Schedule to this Act notwithstanding that the office of Minister of Munitions and the Ministry of Munitions have ceased to exist.
- 1916, s. 26. The Minister of Munitions may make arrangements with any other Government department for the exercise and performance by that department of any of his powers and duties under the principal Act or this Act which appear to him to be such as could be more conveniently so exercised and performed, and in such case the department and the officers of the department shall have the same Arrangements with other departments

powers and duties for the purpose as are by the principal Act and this Act conferred on the Minister of Munitions and his officers.

1916, s. 27. This Act may be cited as the Munitions of War (Amendment) Act, 1916, and shall be construed as one with the principal Act, and the principal Act and this Act may be cited together as the Munitions of War Acts, 1915 and 1916.

1917, s. 12. This Act may be cited as the Munitions of War Act, 1917, and shall be construed as one with the Munitions of War Acts, 1915 and 1916, and this Act and those Acts may be cited together as the Munitions of War Acts, 1915 to 1917. Short title and citation.

1915, ss. 1, 4.

SCHEDULE I.

1915, Sch. I.

1. Any difference, matter or question to be referred for settlement in accordance with the provisions of this Schedule shall be referred to one of the three following arbitration tribunals:—

- (a) The Committee appointed by the first Lord of the Treasury known as the Committee on Production; or
- (b) A single arbitrator to be agreed upon by the parties or in default of agreement appointed by the Board of Trade; or
- (c) A court of arbitration consisting of an equal number of persons representing employers and persons representing workmen with a chairman appointed by the Board of Trade

2. The tribunal to which the reference is made shall be determined by agreement between the parties to the difference or in default of such agreement by the Board of Trade.

3. The Arbitration Act, 1889, shall not apply to any reference under the provisions of this Schedule.

1917, s. 7.

4 The tribunal shall make its award without delay, and where practicable within fourteen days from the date of reference.

Note.—The Minister of Munitions may establish a **special** Arbitration Tribunal where the difference relates to wages, &c., of female workers, or of semi-skilled or unskilled workers. [See 1916 Act, s. 8 (1).]

1915, s. 4
(4), 20.

SCHEDULE II.

1. Any departure during the war from the practice ruling in the workshops, shipyards, and other industries prior to the war, shall only be for the period of the war.

2 No change in practice made during the war shall be allowed to prejudice the position of the workmen in the owners' employment, or of their trade unions in regard to the resumption and maintenance after the war of any rules or customs existing prior to the war.

3. In any readjustment of staff which may have to be effected after the war priority of employment will be given to workmen in the owners' employment at the beginning of the war who have been serving with the colours or who were in the owners' employment when the establishment became a controlled establishment.

4. Where the custom of a shop is changed during the war by the introduction of semi-skilled men to perform work hitherto performed by a class of workmen of higher skill, the time and piece rates paid shall be the usual rates of the district for that class of work.

5. The relaxation of existing demarcation restrictions or admissions of semi-skilled or female labour shall not affect adversely the rates customarily paid for the job. In cases where men who ordinarily do the work are adversely affected thereby, the necessary readjustments shall be made so that they can maintain their previous earnings.

6. A record of the nature of the departure from the conditions prevailing when the establishment became a controlled establishment shall be kept, and shall be open for inspection by the authorised representative of the Government.

7. Due notice shall be given to the workmen concerned wherever practicable of any changes of working conditions which it is desired to introduce as the result of the establishment becoming a controlled establishment, and opportunity for local consultation with workmen or their representatives shall be given if desired.

8. All differences with workmen engaged on Government work arising out of changes so introduced or with regard to wages or conditions of employment arising out of the war shall be settled in accordance with this Act without stoppage of work.

9. Nothing in this Schedule (except as provided by the fourth paragraph thereof) shall prejudice the position of employers or persons employed after the war.

APPENDIX II.

I.—TEXT OF THE MUNITIONS OF WAR ACT, 1915.

An Act to make provision for furthering the efficient manufacture, transport, and supply of Munitions for the present war; and for purposes incidental thereto.

A.D. 1915.

[2nd July, 1915.]

BE it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

PART I.

1.—(1) If any difference exists or is apprehended between any employer and persons employed, or between any two or more classes of persons employed, and the difference is one to which this Part of this Act applies, that difference, if not determined by the parties directly concerned or their representatives or under existing agreements, may be reported to the Board of Trade, by or on behalf of either party to the difference, and the decision of the Board of Trade as to whether a difference has been so reported to them or not, and as to the time at which a difference has been so reported, shall be conclusive for all purposes.

Settlement
of labour
differences.

(2) The Board of Trade shall consider any difference so reported and take any steps which seem to them expedient to promote a settlement of the difference, and, in any case in

which they think fit, may refer the matter for settlement either in accordance with the provisions of the First Schedule to this Act or, if in their opinion suitable means for settlement already exist in pursuance of any agreement between employers and persons employed, for settlement in accordance with those means

(3) Where a matter is referred under the last foregoing subsection for settlement otherwise than in accordance with the provisions of the First Schedule to this Act, and the settlement is in the opinion of the Board of Trade unduly delayed, the Board may annul the reference and substitute therefor a reference in accordance with the provisions of the said Schedule.

(4) The award on any such settlement shall be binding both on employers and employed and may be retrospective; and if any employer, or person employed, thereafter acts in contravention of, or fails to comply with, the award, he shall be guilty of an offence under this Act

Prohibition of
lock-outs and
strikes in
certain cases.

2 —(1) An employer shall not declare, cause or take part in a lock-out, and a person employed shall not take part in a strike, in connexion with any difference to which this Part of this Act applies, unless the difference has been reported to the Board of Trade, and twenty-one days have elapsed since the date of the report, and the difference has not during that time been referred by the Board of Trade for settlement in accordance with this Act

(2) If any person acts in contravention of this section, he shall be guilty of an offence under this Act.

Differences to
which Part I.
applies.

3 The differences to which this Part of this Act applies are differences as to rates of wages, hours of work, or otherwise as to terms or conditions of or affecting employment on the manufacture or repair of arms, ammunition, ships, vehicles, aircraft, or any other articles required for use in war, or of the metals, machines, or tools required for that manufacture or repair (in this Act referred to as munitions work); and also any differences as to rates of wages, hours of

work, or otherwise as to terms or conditions of or affecting employment on any other work of any description, if this Part of this Act is applied to such a difference by His Majesty by Proclamation on the ground that in the opinion of His Majesty the existence or continuance of the difference is directly or indirectly prejudicial to the manufacture, transport, or supply of Munitions of War.

This Part of this Act may be so applied to such a difference at any time, whether a lock-out or strike is in existence in connexion with the difference to which it is applied or not :

Provided that if in the case of any industry the Minister of Munitions is satisfied that effective means exist to secure the settlement without stoppage of any difference arising on work other than on munitions work, no proclamation shall be made under this section with respect to any such difference.

When this Part of this Act is applied to any difference concerning work other than munitions work the conditions of labour and the remuneration thereof prevailing before the difference arose shall be continued until the said difference is settled in accordance with the provisions of this Part of this Act.

PART II.

4. If the Minister of Munitions considers it expedient for the purpose of the successful prosecution of the war that any establishment in which munitions work is carried on should be subject to the special provisions as to limitation of employers' profits and control of persons employed and other matters contained in this section, he may make an order declaring that establishment to be a controlled establishment, and on such order being made the following provisions shall apply thereto :—

Controlled
establish-
ments

(1) Any excess of the net profits of the controlled establishment over the amount divisible under this Act, as ascertained in accordance with the provisions of this Act, shall be paid into the Exchequer.

(2) Any proposal for any change in the rate of wages,

salary, or other emoluments of any class of persons employed in the establishment, or of any persons engaged in the management or the direction of the establishment (other than a change for giving effect to any Government conditions as to fair wages or to any agreement between the owner of the establishment and the workmen which was made before the twenty-third day of June, nineteen hundred and fifteen), shall be submitted to the Minister of Munitions, who may withhold his consent within fourteen days of the date of the submission :

Provided that if the Minister of Munitions so directs, or if the Minister's consent is withheld and the persons proposing the change so require, the matter shall be referred for settlement in accordance with the provisions of the First Schedule to this Act, and the consent of the arbitration tribunal, if given, shall in that case have the same effect as the consent of the Minister of Munitions.

If the owner of the establishment or any contractor or sub-contractor employing labour therein makes any such change, or attempts to make any such change, without submitting the proposal for the change to the Minister of Munitions or when the consent of the Minister has been withheld, he shall be guilty of an offence under this Act.

- (3) Any rule, practice, or custom not having the force of law which tends to restrict production or employment shall be suspended in the establishment, and if any person induces or attempts to induce any other person (whether any particular person or generally) to comply, or continue to comply, with such a rule, practice, or custom, that person shall be guilty of an offence under this Act.

If any question arises whether any rule, practice or custom is a rule, practice or custom which tends to restrict production or employment, that question shall be referred to the Board of Trade, and the Board of Trade shall either determine the question themselves or, if they think it expedient or either party requires it, refer the question for settlement in accordance with the provisions contained in the First Schedule to this Act. The decision of the Board of Trade or arbitration tribunal, as the case may be, shall be conclusive for all purposes.

(4) The owner of the establishment shall be deemed to have entered into an undertaking to carry out the provisions set out in the Second Schedule to this Act, and any owner or contractor or subcontractor who breaks or attempts to break such an undertaking shall be guilty of an offence under this Act.

(5) The employer and every person employed in the establishment shall comply with any regulations made applicable to that establishment by the Minister of Munitions with respect to the general ordering of the work in the establishment with a view to attaining and maintaining a proper standard of efficiency and with respect to the due observance of the rules of the establishment.

If the employer or any person so employed acts in contravention of or fails to comply with any such regulation, that employer or person shall be guilty of an offence under this Act.

(6) The owners of an establishment shall have power, notwithstanding anything in any Act, Order, or deed under which they are governed, to do all things necessary for compliance with any provisions of this section, and any owner of an establishment shall comply with any reasonable require-

ments of the Minister of Munitions as to information or otherwise made for the purposes of this section, and, if he fails to do so, shall be guilty of an offence under this Act.

Where in any establishment munitions work is carried on in some part of the establishment but not in other parts, the Minister of Munitions may, if he considers that it is practicable to do so, treat any part of the establishment in which munitions work is not carried on as a separate establishment, and the provisions of this Act shall take effect accordingly

Supplementary provisions as to the limitation of the profits of a controlled establishment.

5.—(1) The net profits of a controlled establishment shall be ascertained in accordance with the provisions of this section and rules made thereunder and the amount of profits divisible under this Act shall be taken to be an amount exceeding by one-fifth the standard amount of profits

(2) The standard amount of profits for any period shall be taken to be the average of the amount of the net profits for the two financial years of the establishment completed next before the outbreak of the war or a proportionate part thereof.

(3) If in any case it appears or is represented to the Minister of Munitions that the net profits or losses of all or any other establishments belonging to the same owner should be brought into account, or that the average under this section affords or may afford an unfair standard of comparison or affords no standard of comparison, the Minister may, if he thinks just, allow those net profits or losses to be brought into account, or substitute for the average such an amount as the standard amount of profits as may be agreed upon with the owner of the establishment.

The Minister of Munitions may, if he thinks fit, and shall, if the owner of the establishment so requires, refer the matter to be determined by a referee or board of referees appointed or designated by him for the purpose, and the decision of the referee or board shall be conclusive on the matter for all purposes.

(4) The Minister of Munitions may make rules for carrying the provisions of this section into effect, and these rules shall provide for due consideration being given in carrying out the provisions of this section as respects any establishment to any special circumstances such as increase of output, provision of new machinery or plant, alteration of capital or other matters which require special consideration in relation to the particular establishment.

6 —(1) If any workman in accordance with arrangements made by the Minister of Munitions with or on behalf of trade unions enters into an undertaking with the Minister of Munitions that he will work at any controlled establishment to which he may be assigned by the Minister, and be subject to the penalty imposed by this Act if he acts in contravention of or fails to comply with the undertaking, that workman shall if he acts in contravention of or fails to comply with his undertaking be guilty of an offence under this Act.

Voluntary
undertaking
to work for
Minister of
Munitions.

(2) If any employer dissuades or attempts to dissuade a workman in his employment from entering into an undertaking under this section, or retains or offers to retain in his employment any workman who has entered into such an undertaking after he has received notice from the Minister of Munitions that the workman is to work at some other establishment, that employer shall be guilty of an offence under this Act.

7.—(1) A person shall not give employment to a workman, who has within the last previous six weeks, or such other period as may be provided by Order of the Minister of Munitions as respects any class of establishment, been employed on or in connexion with munitions work in any establishment of a class to which the provisions of this section are applied by Order of the Minister of Munitions, unless he holds a certificate from the employer by whom he was last so employed that he left work with the consent of his employer or a certificate from a munitions tribunal that the consent has been unreasonably withheld.

Prohibition of
the employ-
ment of
persons who
have left work
in munition
factories.

(2) If any workman or his trade union representative complains to a munitions tribunal in accordance with rules made with respect to those tribunals that the consent of an employer has been unreasonably withheld that tribunal may, after examining into the case, if they think fit, grant a certificate which shall, for the purposes of this section, have the same effect as a certificate from the employer.

(3) If any person gives employment in contravention of the provisions of this section, he shall be guilty of an offence under this Act.

Rules as to
badges

8.—(1) The Minister of Munitions may make rules authorising the wearing of badges or other distinctive marks by persons engaged on munitions work or other work for war purposes, and as to the issue and return of any such badges or marks, and may by those rules prohibit the use, wearing or issue of any such badges or of any badges or marks indicating or suggesting that any person is engaged on munitions work or work for war purposes except as authorised by those rules.

(2) If any person acts in contravention of, or fails to comply with any such rules, he shall be guilty of an offence against this Act.

Application of
Part II. to
docks used by
Admiralty

9. This Part of this Act shall apply to any docks used by the Admiralty for any purposes connected with the war as it applies to establishments in which munitions work is carried on, with the substitution in relation to any such docks or persons employed in any such docks of the Admiralty for the Minister of Munitions.

PART III

Amendment
of the Defence
of the Realm
(Amendment)
(No. 2) Act,
1915. 5 G. 5.
c. 37.

10. The following paragraph shall be substituted for paragraph (d) set out in subsection (1) of section one of the Defence of the Realm (Amendment) No. 2 Act, 1915, and shall be deemed to have been contained in that Act, namely:—

(d) to regulate or restrict the carrying on of any work in any factory, workshop, or other premises, or

the engagement or employment of any workman or all or any classes of workmen therein, or to remove the plant therefrom with a view to maintaining or increasing the production of munitions in other factories, workshops, or premises, or to regulate and control the supply of metals and material that may be required for any articles for use in war.

11 —(1) The owner of any establishment in which persons are employed shall, if so required by the Minister of Munitions, give to the Minister such information, in such form and in such manner, as the Minister may require as to

Power to require information from employers.

- (a) the numbers and classes of persons employed or likely to be employed in the establishment from time to time;
- (b) the numbers and classes of machines at any such establishment;
- (c) the nature of the work on which any such persons are employed, or any such machines are engaged, from time to time;
- (d) any other matters with respect to which the Minister may desire information for the purpose of his powers and duties;

and the Minister may arrange with any other Government department for the collection of any such information.

(2) If the owner of any establishment fails to comply with this section he shall be guilty of an offence under this Act.

12. If any employer, or the owner of any establishment or any workman, for the purpose of evading any provision of this Act, makes any false statement or representation, or gives any false certificate, or furnishes any false information, he shall be guilty of an offence under this Act.

Punishment for false statements, &c.

13 There shall be paid out of moneys provided by Parliament to any person being a member of an arbitration tribunal, munitions tribunal, or board of referees under this Act, or being a referee under this Act, and to any other

Payment of members of arbitration and munitions tribunals, &c.

officers required in connexion with any such tribunal or board, such remuneration and travelling or other expenses (including compensation for loss of time) as the Minister of Munitions or Board of Trade, as the case may be, with the sanction of the Treasury may determine.

Penalties.

14.—(1) Any person guilty of an offence under this Act—

- (a) shall, if the offence is a contravention of or failure to comply with an award, be liable to a fine not exceeding five pounds for each day or part of a day during which the contravention or failure to comply continues, and, if the person guilty of the offence is an employer, for each man in respect of whom the contravention or failure takes place; and
- (b) shall, if the offence is a contravention of the provisions of this Act with respect to the prevention of lock-outs, be liable to a fine not exceeding five pounds, in respect of each man locked out, for each day or part of a day during which the contravention continues; and
- (c) shall, if the offence is a contravention of the provisions of this Act with respect to the prohibition of strikes, be liable to a fine not exceeding five pounds for each day or part of a day during which the contravention continues; and
- (d) shall, if the offence is a contravention of or failure to comply with any regulations in a controlled establishment or any undertaking given by a workman under Part II. of this Act, be liable in respect of each offence to a fine not exceeding three pounds; and
- (e) shall, if the offence is a contravention of or failure to comply with any other provisions of this Act, be liable in respect of each offence to a fine not exceeding fifty pounds.

(2) A fine for any offence, under this Act, shall be recover-

able only before the munitions tribunal established for the purpose under this Act.

15.—(1) The munitions tribunal shall be a person, appointed for the purpose by the Minister of Munitions, sitting with two or some other even number of assessors, one half being chosen by the Minister of Munitions from a panel constituted by the Minister of Munitions of persons representing employers and the other half being so chosen from a panel constituted by the Minister of Munitions of persons representing workmen and the Minister of Munitions may constitute two classes of munitions tribunals, the first class having jurisdiction to deal with all offences and matters under this Act, the second class having jurisdiction, so far as offences are concerned, to deal only with any contravention of or failure to comply with, any regulation made applicable to a controlled establishment or any undertaking given by a workman under Part II. of this Act.

Munitions
tribunals.

The Admiralty shall be substituted for the Minister of Munitions under this provision as the authority to appoint and choose members of a munitions tribunal to deal with offences by persons employed in any docks declared to be controlled establishments by the Admiralty.

(2) The Minister of Munitions or the Admiralty shall constitute munitions tribunals as and when occasion requires.

(3) Rules may be made for regulating the munitions tribunals or either class of munitions tribunals so far as relates to offences under this Act by a Secretary of State, and so far as relates to any other matters which are referred to them under this Act by the Minister of Munitions, and rules made by the Secretary of State may apply, with the necessary modifications, any of the provisions of the Summary Jurisdiction Acts or any provisions applicable to a court of summary jurisdiction, which it appears expedient to apply, and any provisions so applied shall apply to munitions tribunals accordingly.

In the application of this provision to Scotland the Secretary for Scotland shall be substituted for the Secretary of

State, and in the application of this provision to Ireland the Lord Lieutenant shall be substituted for the Secretary of State.

(4) A person employed or workman shall not be imprisoned in respect of the non-payment of a fine imposed by a munitions tribunal for an offence within the jurisdiction of a tribunal of the second class, but that tribunal may, without prejudice to any other available means of recovery, make an order requiring such deductions to be made on account of the fine from the wages of the person employed or workman as the tribunal think fit, and requiring the person by whom the wages are paid to account for any sums deducted in accordance with the order.

Power for companies to carry on munitions work.

16 Any company, association, or body of persons shall have power, notwithstanding anything contained in any Act, order, or instrument by or under which it is constituted or regulated, to carry on munitions work during the present war.

Rules to be laid before Parliament

17. Any rule made under this Act shall be laid before each House of Parliament forthwith, and, if an Address is presented to His Majesty by either House of Parliament within the next subsequent twenty-one days on which that House has sat next after any such rule is laid before it praying that the rule may be annulled, His Majesty in Council may annul the rule and it shall thenceforth be void, but without prejudice to the validity of anything previously done thereunder.

Application of Documentary Evidence Acts to Ministry of Munitions.
31 & 32 Vict. c. 37.
45 & 46 Vict. c. 9.

18. The Documentary Evidence Act, 1868, as amended by the Documentary Evidence Act, 1882, shall apply to the Minister of Munitions in like manner as if that Minister were mentioned in the first column of the Schedule to the first-mentioned Act, and as if that Minister, or a secretary in the Ministry or any person authorised by the Minister to act on his behalf, were mentioned in the second column of that Schedule, and as if the regulations referred to in those Acts included any document issued by the Minister.

19. In this Act, unless the context otherwise requires,— Interpretation

(a) The expression “lock-out” means the closing of a place of employment, or the suspension of work, or the refusal by an employer to continue to employ any number of persons employed by him in consequence of a dispute, done with a view to compelling those persons, or to aid another employer in compelling persons employed by him, to accept terms or conditions of or affecting employment:

(b) The expression “strike” means the cessation of work by a body of persons employed acting in combination, or a concerted refusal or a refusal under a common understanding of any number of persons employed to continue to work for an employer in consequence of a dispute, done as a means of compelling their employer or any person or body of persons employed, or to aid other workmen in compelling their employer or any person or body of persons employed, to accept or not to accept terms or conditions of or affecting employment.

20.—(1) This Act may be cited as the Munitions of War Act, 1915. Short title and duration.

(2) This Act shall have effect only so long as the office of Minister of Munitions and the Ministry of Munitions exist:

Provided that Part I. of this Act shall continue to apply for a period of twelve months after the conclusion of the present war to any difference arising in relation to the performance by the owner of any establishment of his undertaking to carry out the provisions set out in the Second Schedule to this Act notwithstanding that the office of Minister of Munitions and the Ministry of Munitions have ceased to exist.

Sections 1, 4.

SCHEDULE I.

1. Any difference, matter or question to be referred for settlement in accordance with the provisions of this Schedule shall be referred to one of the three following arbitration tribunals :—

- (a) The Committee appointed by the First Lord of the Treasury known as the Committee on Production; or
- (b) A single arbitrator to be agreed upon by the parties or in default of agreement appointed by the Board of Trade; or
- (c) A court of arbitration consisting of an equal number of persons representing employers and persons representing workmen with a chairman appointed by the Board of Trade.

2. The tribunal to which the reference is made shall be determined by agreement between the parties to the difference or in default of such agreement by the Board of Trade.

3. The Arbitration Act, 1889, shall not apply to any reference under the provisions of this Schedule.

Sections 4 (4),
20

SCHEDULE II

1 Any departure during the war from the practice ruling in the workshops, shipyards, and other industries prior to the war, shall only be for the period of the war.

2. No change in practice made during the war shall be allowed to prejudice the position of the workmen in the owners' employment, or of their trade unions in regard to the resumption and maintenance after the war of any rules or customs existing prior to the war.

3 In any readjustment of staff which may have to be effected after the war priority of employment will be given

to workmen in the owners' employment at the beginning of the war who have been serving with the colours or who were in the owners' employment when the establishment became a controlled establishment

4. Where the custom of a shop is changed during the war by the introduction of semi-skilled men to perform work hitherto performed by a class of workmen of higher skill, the time and piece rates paid shall be the usual rates of the district for that class of work.

5. The relaxation of existing demarcation restrictions or admission of semi-skilled or female labour shall not affect adversely the rates customarily paid for the job. In cases where men who ordinarily do the work are adversely affected thereby, the necessary readjustments shall be made so that they can maintain their previous earnings

6. A record of the nature of the departure from the conditions prevailing when the establishment became a controlled establishment shall be kept, and shall be open for inspection by the authorised representative of the Government.

7. Due notice shall be given to the workmen concerned wherever practicable of any changes of working conditions which it is desired to introduce as the result of the establishment becoming a controlled establishment, and opportunity for local consultation with workmen or their representatives shall be given if desired

8. All differences with workmen engaged on Government work arising out of changes so introduced or with regard to wages or conditions of employment arising out of the war shall be settled in accordance with this Act without stoppage of work.

9. Nothing in this Schedule (except as provided by the fourth paragraph thereof) shall prejudice the position of employers or persons employed after the war.

II.—TEXT OF THE MUNITIONS OF WAR ACT, 1916.

A.D. 1916. An Act to amend the Munitions of War Act, 1915.
[27th January 1916.]

BE it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :—

Power to
declare
Government
factories, &c.,
controlled
establish-
ments.

5 & 6 Geo. 5.
c. 54.

1. The Minister of Munitions may by order declare any establishment or establishments belonging to or under the control of His Majesty or any Government Department in which munitions work is carried on to be a controlled establishment or controlled establishments as the case may be, and thereupon the provisions of the Munitions of War Act, 1915 (herein-after referred to as "the principal Act"), and this Act relating to controlled establishments shall apply to such an establishment or establishments subject to such modifications and exceptions necessary to adapt those provisions to such an establishment or establishments as may be specified in such order.

Amendment
of section one
of principal
Act

2. Subsection (2) of section one of the principal Act shall have effect as if after the words "in any case in which they think fit may" there were inserted the words "and in the case where the difference is a difference between an employer and persons employed which appears to the Board of Trade a *bona fide* difference and which the Board have failed to settle by such steps as aforesaid, shall within twenty-one days from the date of the report."

3.—(1) Where a workman has entered into an undertaking with the Minister of Munitions under section six of the principal Act, and was at the time of entering into that undertaking in the employment of any employer, then if that employer within the period of six weeks from the date of the undertaking dismisses that workman from his employment, he shall be guilty of an offence under the principal Act, and shall be liable to a fine not exceeding five pounds, unless he proves that there was reasonable cause for dismissing the workman.

Amendment
of section six
of principal
Act.

(2) It is hereby declared that where the fulfilment by any workman of any contract is interfered with by the necessity on his part of complying with an undertaking entered into by him under section six of the principal Act, that necessity is a good defence to any action or proceedings taken against that workman in respect of the non-fulfilment of the contract so far as it is due to the interference, and he shall be entitled to enter into such an undertaking notwithstanding the existence of such a contract

(3) Section six of the principal Act shall apply to a workman who had before the passing of the principal Act entered into an undertaking of the nature mentioned in that section in like manner as if the undertaking had been entered into in pursuance of that section

4 Where a person who has been temporarily released from naval or military service for the purpose of employment on or in connection with munitions work, or a workman who has entered into an undertaking with the Minister of Munitions under section six of the principal Act, or to whom that section is applied by this Act, has been assigned to any employer, and that employer has entered into an undertaking with the Minister of Munitions as to the class or description of work on or in connection with which the person or workman so assigned to him is to be employed, then, if the employer acts in contravention of or fails to comply with any of the provisions of the undertaking, he shall be guilty of an

Offences by
employers in
connection
with munitions
workers
assigned to
them.

offence under the principal Act and liable to a fine not exceeding five pounds.

Amendment
of section
seven of
principal Act.

5.—(1) Section seven of the principal Act shall have effect as if for subsections (1) and (2) of that section the following two subsections were substituted:—

“(1) A person shall not give employment to a workman who has within the last previous six weeks, or such other period as may be provided by order of the Minister of Munitions as respects any class of establishment, been employed on or in connection with munitions work in any establishment of a class to which the provisions of this section are applied by order of the Minister of Munitions, unless he holds a certificate from the employer by whom he was last so employed or from a munitions tribunal that he is free to accept other employment.

“(2) If any workman or his trade union representative complains to a munitions tribunal, in accordance with rules made with respect to those tribunals, that an employer has unreasonably refused or neglected to issue such a certificate as aforesaid, that tribunal may, after examining into the case, if it thinks fit, itself issue such a certificate or order the issue of such a certificate by the employer.”

(2) Where a workman employed on or in connection with munitions work in any establishment of a class to which the provisions of section seven of the principal Act are for the time being applied by an order made thereunder is dismissed or discharged by his employer, the employer shall forthwith give him such a certificate as aforesaid, and if he fails to do so, a munitions tribunal may, in addition to issuing or ordering the issue to him of such a certificate, order the payment to him by the employer of such sum, not exceeding five pounds, as the tribunal may think fit, unless the tribunal is

of opinion that the workman was guilty of misconduct for the purpose of obtaining dismissal or discharge.

This subsection shall apply to a workman who applies for a certificate on the ground that he has for a period of more than two days been given no opportunity of earning wages, or who leaves his employment on account of conduct on the part of the employer, or any agent of the employer, which would justify the immediate termination by the workman of his contract of service, in like manner as if he had been dismissed or discharged by his employer.

(3) Where a contract of service with a workman employed on or in connection with munitions work in any establishment of a class to which the provisions of section seven of the principal Act are for the time being applied by an order made thereunder is terminated by dismissal, and less than one week's notice, or wages in lieu of notice, has or have been given, the employer shall, subject to the provisions of this subsection, within twenty-four hours of giving notice of dismissal to the workman report the matter in such manner as may be prescribed by rules made by the Minister of Munitions, and such rules shall provide for the determination by a munitions tribunal (in case of difference) of the amount, if any, and not in any case exceeding five pounds, which is to be paid by the employer to the workman in lieu of notice, and for the payment of the sum so determined to the workman, unless the tribunal is of opinion that owing to the discontinuous or temporary nature of the employment or misconduct of the workman the employer had reasonable cause for dismissing the workman without a week's notice:

Provided that nothing in this subsection shall apply to workmen engaged in ship repairing, or to any class of workmen exempted in the prescribed manner on the ground that the circumstances of their employment were such that the provisions of this subsection ought not to apply to them.

(4) The provisions of section seven of the principal Act which prohibit the giving of employment to workmen in the circumstances mentioned in that section shall not apply so

as to prevent the giving of employment to a workman in a controlled establishment to which he has been assigned by the Minister of Munitions in pursuance of section six of the principal Act.

(5) In determining whether the grant of a certificate has been unreasonably refused for the purposes of section seven of the principal Act as amended by this section, a munitions tribunal shall take into consideration the question whether the workman has left or desires to leave his work for the purpose of undertaking any class of work in which his skill or other personal qualifications could be employed with greater advantage to the national interests, and whether the employer has failed to observe the conditions laid down in the fair wages clauses required by resolution of the House of Commons to be inserted in Government contracts, and whether the workman has left or desires to leave his work because he has recently completed a term of apprenticeship or period of learning his trade or occupation and desires to obtain the full standard rate of wages applicable to fully qualified workmen in his trade or occupation.

(6) The Minister of Munitions may make rules for carrying section seven of the principal Act as amended by this section into effect, and in particular may by such rules provide—

- (a) for the issue, form, custody, duration, delivery up, and replacement in case of loss or destruction, of certificates;
- (b) for the issue of certificates to persons not engaged on or in connection with munitions work;
- (c) for prohibiting the insertion in a certificate issued by an employer of any matter other than the prescribed particulars;

and may provide for any breach of such rules being punishable as an offence under the principal Act with a fine not exceeding five pounds.

(7) This section shall not come into operation until such date as may be fixed by the rules made thereunder.

6.—(1) Where female workers are employed on or in connection with munitions work in any establishment of a class to which the provisions of section seven of the principal Act as amended by this Act are for the time being applied by an order made thereunder, the Minister of Munitions shall have power by order to give directions as to the rate of wages, or (subject, so far as the matter is one which is dealt with by the Factory and Workshops Acts, 1901 to 1911, to the concurrence of the Secretary of State) as to hours of labour, or conditions of employment of the female workers so employed.

Rates of wages of women employed on munitions work.

(2) Any directions given by the Minister of Munitions under this section shall be binding on the owner of the establishment and any contractor or sub-contractor employing labour therein and the female workers to whom the directions relate, and any contravention thereof or non-compliance therewith shall be punishable, in like manner as if the order in which the direction is contained was an award made in settlement of a difference under Part I. of the principal Act.

(3) No direction given under this section shall be deemed to relieve the occupier of any factory or workshop from the obligation to comply with the provisions of the Factory and Workshops Acts, 1901 to 1911, or of any orders or regulations made thereunder, or to affect the liability of any person to be proceeded against for an offence under the Employment of Children Act, 1903, so however that no person be twice punished for the same offence.

3 Edw. 7. c. 45.

7. The Minister of Munitions shall have power by order to give directions as to the rate of wages, hours of labour, or conditions of employment of semi-skilled and unskilled men employed in any controlled establishment on munitions work being work of a class which, prior to the war, was customarily undertaken by skilled labour, or as to the time rates for the manufacture of complete shell and fuses and cartridge cases in any controlled establishment in which such manu-

Rates of wages of semi-skilled and unskilled labour in controlled establishments.

facture was not customary prior to the war; and any direction so given shall be binding on the owner of the establishment, and any contractor or sub-contractor employing labour therein, and the workers to whom the directions relate, and any contravention thereof or non-compliance therewith shall be punishable, in like manner as if the order in which the direction is contained was an award made in settlement of a difference under Part I. of the principal Act.

Establishment
of special
arbitration
tribunals

8.—(1) The Minister of Munitions may constitute special arbitration tribunals to deal with differences reported under Part I. of the principal Act which relate to matters on which the Minister of Munitions has given or is empowered to give directions under the last two preceding sections, and the Board of Trade may refer any such difference for settlement to such tribunal in lieu of referring it for settlement in accordance with the First Schedule to the principal Act

(2) The Minister of Munitions may also refer to a special arbitration tribunal so constituted, for advice, any question as to what directions are to be given by him under the said sections.

(3) The tribunal to which matters and questions relating to female workers are to be referred under this section shall include one or more women.

Extension of
definition of
munitions
work.

9.—(1) The expression “munitions work” for the purposes of the principal Act and this Act means—

- (a) the manufacture or repair of arms, ammunition, ships, vessels, vehicles, and aircraft, and any other articles or parts of articles (whether of a similar nature to the aforesaid or not) intended or adapted for use in war, and of any other ships or vessels, or classes of ships or vessels, or parts of ships or vessels, which may be certified by the Board of Trade to be necessary for the successful prosecution of the war, and of any metals, machines, or tools required for any such manufac-

ture or repair, and of the materials, of any class specified in an order made for the purpose by the Minister of Munitions, required for, or for use in, any such manufacture or repair as aforesaid; and

- (b) the construction, alteration or repair of works of construction and buildings for naval or military purposes, and of buildings in which munitions work is or is intended to be carried on, and the erection of machinery and plant therein, and the erection of houses for the accommodation of persons engaged or about to be engaged on munitions work; and
- (c) The construction, alteration, repair, or maintenance of docks and harbours and work in estuaries in cases where such construction, alteration, repair, maintenance or work is certified by the Admiralty to be necessary for the successful prosecution of the war; and
- (d) the supply of light, heat, water, or power or the supply of tramways facilities in cases where the Minister of Munitions certifies that such supply is of importance for the purpose of carrying on munitions work, and the erection of buildings, machinery, and plant required for such supply; and
- (e) the repair of fire engines and any other fire brigade appliances in cases where the Minister of Munitions certifies that such repair is necessary in the national interest.

(2) In section three of the principal Act there shall be added after the words "affecting employment on," in both places where those words occur, the words "or in connection with," and in the same section the words "the manufacture or repair of arms, ammunition, ships, vehicles, aircraft, or any other articles required for use in war, or of the metals, machines, or tools required for that manufacture or repair in this Act referred to as " shall be repealed.

(3) This section shall not come into operation until the time fixed by rules made under section five of this Act as the date for the commencement of that section.

Amendment
of section nine
of principal
Act.

10. At the end of section nine of the principal Act the following proviso shall be inserted:—

“ Provided that the power of making an order applying section seven of this Act to any dock shall rest with the Minister of Munitions and not with the Admiralty ”

Amendment
of section four
of principal
Act.

11. Subsection (2) of section four of the principal Act shall be read as if the words “ or to any agreement existing before the establishment became a controlled establishment, between the owner of the establishment and an employee with regard to any periodical increase of remuneration ” were inserted after the words “ nineteen hundred and fifteen ”

Explanation
of term
“workman.”

12. For removing doubts it is hereby declared that the expressions “ workman ” and “ workmen,” wherever they occur in the principal Act and this Act, include not only persons whose usual occupation consists in manual labour, but also foremen, clerks, typists, draughtsmen, and other persons whose usual occupation consists wholly or mainly in work other than manual labour

Amendment
of section
fifteen of
principal Act.

13. Subsection (4) of section fifteen of the principal Act shall be read as if the words “ of the second class ” were struck out.

Punishment
for false state-
ments, &c.

14 For section twelve of the principal Act the following section shall be substituted:—

“ 12. If any person makes any false statement or representation, or gives any false certificate, or furnishes any false information—

(a) for the purpose of evading any provision of this Act; or

(b) in any proceedings before any munition tribunal, arbitration tribunal, referee, or board of

referees under this Act or the rules made thereunder; or

- (c) to the Minister of Munitions or any officer employed by him, for the purpose of obtaining or retaining employment, or of obtaining or retaining the services of any workman;

or if any person alters or tampers with a certificate given under section seven of this Act, or personates or falsely represents himself to be a person to whom such a certificate has been given, or allows any other person to have possession of any such certificate issued for his use alone, he shall be guilty of an offence and liable on conviction under the Summary Jurisdiction Acts to imprisonment with or without hard labour for a term not exceeding three months or to a fine not exceeding fifty pounds."

15 Where non-union labour is introduced during the war into any class of work in a controlled establishment in which it was the practice prior to the war to employ union labour exclusively the owner of the establishment shall be deemed to have undertaken that such introduction shall only be for the period of the war, and if he breaks or attempts to break such an undertaking he shall be guilty of an offence under the principal Act and liable to a fine not exceeding fifty pounds; but subject as aforesaid such introduction shall not be deemed to be a change of working conditions.

Restriction on change from union to non-union labour.

16 —(1) In subsection (1) of section eleven of the principal Act, which specifies the matters in respect of which owners of establishments in which persons are employed are, if required by the Minister of Munitions, to give information, the following paragraph shall be inserted after paragraph (c):—

Extension of section eleven of principal Act.

- (cc) the cost of production of the articles produced or dealt with in the establishment, and the cost of the materials used for such production, and the names and addresses of the persons by whom such materials were supplied or who are under contract to supply them.

(2) If any person, except as authorised by the Minister of Munitions, discloses or makes use of any information given under section eleven of the principal Act, as amended by this or any subsequent enactment, he shall be guilty of a misdemeanour and on conviction be liable to imprisonment, with or without hard labour, for a term not exceeding two years, or to a fine, or to both imprisonment and a fine.

Powers of
inspectors.

17.—(1) An inspector appointed by the Minister of Munitions for the purposes of the principal Act shall have power to enter at all reasonable times the premises of any establishment (other than a private dwelling-house not being a workshop) for the purpose of ascertaining whether it is desirable to put in force as respects any establishment or any person employed therein any of the powers of the Minister of Munitions, whether under the principal Act or otherwise, or for the purpose of obtaining any information in connection with the supply of munitions, and to make such examination and inquiry as may be necessary for any such purpose, and the owner of the establishment and every person engaged in the management or direction of the establishment shall furnish to any such inspector all such information, and shall produce for inspection all such registers, wages books, and other similar documents, as the inspector may reasonably require.

(2) If any person wilfully delays or obstructs an inspector in the exercise of any power under this section or fails to give such information or to produce such documents as aforesaid, he shall be guilty of an offence under the principal Act, and shall be liable to a fine not exceeding ten pounds.

(3) Every inspector shall be furnished with a certificate as to his appointment, and on applying for admission to any premises for the purposes of this section shall, if so required, produce such certificate.

Provisions as
to offences.

18.—(1) All offences which are by or under this Act made offences under the principal Act, other than those for which the maximum fine exceeds five pounds, shall be deemed to be

offences with which munitions tribunals of the second class have jurisdiction to deal.

(2) Rules under section fifteen of the principal Act shall provide—

(a) that in proceedings before a munitions tribunal the chairman shall, before giving his decision, consult with the assessors, and in all cases where the assessors are agreed he shall, except as respects questions which appear to the chairman to be questions of law, give effect to their opinion in his decision;

(b) that where the person or persons by or on behalf of whom or against whom the complaint is made in any proceedings before a munitions tribunal is or are a female worker, or two or more female workers, the assessor or one of the assessors chosen from the panel of persons representing workmen shall be a woman.

(3) Decisions of munitions tribunals shall be subject to appeal to such judge of the High Court as may be appointed by the Lord Chancellor for the purpose on any ground which involves a question of law or a question of mixed law and fact, or on any other ground that may be prescribed in rules made by the Lord Chancellor, in such cases and subject to such conditions and in such manner, as may be specified in such rules, and whether by means of the statement of a special case for the opinion of the judge or otherwise; and those rules may provide for such appeals in any classes of cases specified therein being heard and determined in a summary manner and for the fixing, remission, or reduction of any fees and scales of costs, and as to the manner in which effect is to be given to the decision of the judge, and the decision of the judge on any such appeal shall be final and binding on all munitions tribunals:

In the application of this provision to Scotland "High Court" shall mean Court of Session, "Lord Chancellor" shall mean Lord President of the Court of Session, "rules made by the Lord Chancellor" shall mean Act of Sederunt.

In the application of this provision to Ireland "Lord Chancellor" shall mean the Lord Chancellor of Ireland.

(4) In the case of a company being guilty of an offence under the principal Act, every director, manager, secretary, or other officer of the company, who is knowingly a party to the contravention or non-compliance constituting the offence shall also be guilty of the offence and liable to the like fine as the company.

(5) In subsection (3) of section fifteen of the principal Act after the words "so far as relates to offences" there shall be inserted "and the enforcement of orders."

Minor amend-
ments of
principal Act.

19. In subsection (3) of section five of the principal Act, after the words "affords no standard of comparison" there shall be inserted the words "or that no such average exists," and after the words "if he thinks just, allow," there shall be inserted the words "or require"; and in paragraph nine of the Second Schedule to the principal Act, for the word "fourth," there shall be substituted the word "third."

Arrangements
with other
departments

20. The Minister of Munitions may make arrangements with any other Government department for the exercise and performance by that department of any of his powers and duties under the principal Act or this Act which appear to him to be such as could be more conveniently so exercised and performed, and in such case the department and the officers of the department shall have the same powers and duties for the purpose as are by the principal Act and this Act conferred on the Minister of Munitions and his officers.

Admissibility
in evidence of
certificates by
Board of
Trade.

21. For the purposes of proceedings under section two of the principal Act, a certificate of the Board of Trade purporting to be signed by the President or a secretary or assistant secretary of the Board of Trade, or by a person authorised for the purpose by the President that a difference to which Part I. of the principal Act applies has or has not been reported to the Board, and, in cases where such a difference has been reported, as to the date on which it was

reported, shall be admissible as evidence of the facts therein stated.

22.—(1) Where a munitions tribunal dismisses any case under the principal Act or this Act, and it appears to the tribunal that the proceedings were vexatious or frivolous, the tribunal shall, unless it sees good cause to the contrary, award costs to the person against whom the complaint is made, and the costs so awarded shall, unless good cause to the contrary appears, include such sum as compensation for the expenses, trouble, and loss of time incurred in or incidental to the attendance of the person against whom the complaint is made before the tribunal as to the tribunal may seem just and reasonable.

Costs in
vexatious
proceedings.

(2) Where a referee or board of referees to whom a matter has, under subsection (3) of section five of the principal Act, been referred by the Minister of Munitions on the requirement of the owner of an establishment, considers that the requirement was unreasonable, the referee or board of referees may order that any costs payable by the owner of the establishment shall be paid out of the amount of profits divisible under the principal Act.

23 The Arbitration Act, 1889, shall not apply to any reference to any referee or board of referees under the principal Act or this Act or the rules made thereunder.

Exclusion of
Arbitration
Act, 1889
52 & 53 Vict.
c. 49

24 Where the Minister of Munitions makes an order revoking any order previously made by him under section four of the principal Act, the order so revoked shall, if that order has not been in operation for more than three months and was made under a misapprehension and the revoking order so directs, be treated for all or any of the purposes thereof as if it had never had effect.

Effect of
revocation of
orders

25. Rules and regulations made under the principal Act as amended by this Act shall not be deemed to be statutory rules within the meaning of section one of the Rules Publication Act, 1893.

Provision as
to rules,
58 & 57 Vict
c. 66

Duration of principal Act. 26. In subsection (2) of section twenty of the principal Act, which relates to the duration thereof, the words " Part I. of " shall be repealed.

Short title. 27. This Act may be cited as the Munitions of War (Amendment) Act, 1916, and shall be construed as one with the principal Act, and the principal Act and this Act may be cited together as the Munitions of War Acts, 1915 and 1916.

III.—TEXT OF THE MUNITIONS OF WAR ACT, 1917.

A D 1917. An Act to extend and amend the Munitions of War Acts, 1915 and 1916. [21st August 1917.]

BE it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

Power to give directions as to remuneration of certain classes of work.

1.—(1) If at any time during the continuance of the present war the Minister of Munitions considers it necessary, in order to maintain the output of munitions, that directions should be given with respect to the remuneration to be paid for work (being munitions work or work in connection therewith or work in any controlled establishment), which at the time when the directions are given is paid at time rates, he may, subject always and without prejudice to any agreement made between employers and workmen with the consent of the Minister with respect to the remuneration of such work, by order give such directions with respect to the remuneration of such work as he may consider necessary for the purpose of the maintenance or increase of output.

(2) Any contravention of or non-compliance with any such directions shall be punishable in like manner as if the order in which the directions are contained was an award made in settlement of a difference under Part I. of the Munitions of War Act, 1915, but where a difference has arisen respecting matters on which the Minister of Munitions has given directions under this section the difference shall be referred to a special arbitration tribunal constituted under section eight of the Munitions of War (Amendment) Act, 1916.

5 & 6 Geo. 5.
c. 54

5 & 6 Geo. 5.
c. 99

(3) Any directions given under this section may be varied from time to time, but shall not continue in force after the termination of the present war.

2. The Minister of Munitions, on being satisfied that the provisions of section seven of the Munitions of War Act, 1915, as amended by any subsequent enactment, can consistently with the national interests be repealed, may by order repeal those provisions, and thereupon the following provisions shall have effect in lieu thereof:—

Restriction on
employment
of workmen
who have been
engaged on
certain munition
work.

(1) It shall not be lawful for a person without the consent of the Minister of Munitions to give employment to a workman who has, since the passing of this Act, been employed—

(a) on or in connection with munitions work of a class specified in paragraph (a) of subsection (1) of section nine of the Munitions of War (Amendment) Act, 1916; or

(b) on or in connection with munitions work of any other class which may be specified in an order of the Minister of Munitions

where the work on which he is to be employed is not work on or in connection with munitions work.

The consent of the Minister of Munitions for the purposes of this provision may be given either as respects an individual case or generally as respects work or workmen of any particular class or description:

- (2) If any person contravenes this provision he shall be guilty of an offence, triable by a munitions tribunal of the second class, under the Munitions of War Act, 1915, unless he proves that he did not know that, and had taken all reasonable steps to ascertain whether, the workman had been so employed; but proceedings for such an offence shall not be instituted except by the Minister of Munitions or the Admiralty, or by a person acting on his or their behalf:
- (3) A person guilty of such an offence shall be liable to a fine not exceeding five pounds for each day or part of a day during which the contravention continues:
- (4) The purpose of ascertaining whether the provisions of this section have been contravened in any establishment shall be included amongst the purposes for which the powers of entry, examination, and enquiry conferred by section seventeen of the Munitions of War (Amendment) Act, 1916, are exerciseable.

Termination
of contracts.

3.—(1) If the provisions of section seven of the Munitions of War Act, 1915, as amended by any subsequent enactment, are repealed by an order under this Act a contract of service between an employer and a workman employed on or in connection with munitions work shall, notwithstanding any agreement to the contrary, not be determinable by either party except by a week's notice or on payment of a sum equal to an average week's wages under the contract:

Provided that this section shall not apply—

- (a) where under the contract a longer notice than one week is required;
- (b) in the case of workmen engaged in ship-repairing, or of workmen of any class which is exempted by order of the Minister of Munitions on the ground that the circumstances of their employment were such that the provisions of this section ought not

to apply to them, or of workmen whose employment is of a discontinuous or temporary nature;

- (c) in the case of the termination of a contract on the ground of such misconduct on the part of either party or his agent as would justify the immediate termination of the contract by the other party.

(2) Any sum payable in lieu of notice under this section by an employer or workman shall be recoverable before a munitions tribunal of the second class, and payment of a sum adjudged to be paid by such a tribunal in such proceedings shall be enforceable in like manner as payment of a fine imposed by the tribunal.

Nothing in this section shall be construed as affecting the operation of any of the other provisions of the Munitions of War Acts, 1915 to 1917.

4. If the provisions of section seven of the Munitions of War Act, 1915, as amended by any subsequent enactment, are repealed by an order under this Act, section six of the Munitions of War (Amendment) Act, 1916, shall apply to female workers employed on or in connection with munitions work in establishments of all classes, and accordingly in that section the words " of a class to which the provisions of section seven of the principal Act, as amended by this Act, are for the time being applied by an order made thereunder " shall be repealed.

Amendment
of s. 6 of the
Act of 1916.

5.—(1) Where an award as to a change in the rate of wages payable to persons engaged on or in connection with munitions work, or as to hours of work or otherwise as to terms or conditions of, or affecting employment of, persons so engaged, has been made either under Part I of the Munitions of War Act, 1915, or in pursuance of an agreement between representatives of employers and workmen, and the Minister of Munitions is satisfied that the award is binding upon employers employing the majority of the persons engaged on or in connection with munitions work in any trade or branch of a trade either generally or in a particular district, the Minister of Munitions may by order direct that the award

Power to
make certain
awards as to
wages binding
on trades.

shall be binding on all or any other employers and persons so engaged, either without modifications or subject in any particular cases to such modifications contained in the direction as the Minister may consider necessary to adapt the award to the circumstances of such cases, and in particular in order that no such other employer shall be enabled to pay less wages than are payable in the like circumstances by employers who were originally bound by the award.

(2) Where any such directions are given the award shall be binding not only on the employers and persons so engaged who are affected by the award as originally made, but also, subject to such modifications (if any) as aforesaid, on the other employers and persons so engaged to whom the directions relate, and any contravention thereof or non-compliance therewith shall be punishable in like manner as if the award and the order in which such directions are contained were an award made in settlement of a difference under Part I. of the Munitions of War Act, 1915, and had been made in respect of a dispute affecting such employers and persons so engaged.

Reporting of
differences.

6 —(1) The Minister of Labour may make regulations with respect to the reporting of differences under section one of the Munitions of War Act, 1915, and with a view to preventing undue delay in negotiations for settling such differences may by those regulations prescribe the time within which any such difference is to be reported to him.

(2) A difference may be reported under subsection (1) of section one of the Munitions of War Act, 1915, by or on behalf of any Government department; and accordingly in that subsection after the words "by or on behalf of either party to the difference" there shall be inserted the words "or by or on behalf of any Government department."

Amendment
of First
Schedule of
principal Act.

7. At the end of the First Schedule to the Munitions of War Act, 1915, the following paragraph shall be inserted:—

(4) The tribunal shall make its award without delay, and where practicable within fourteen days from the date of reference.

8.—(1) The undertaking which the owner of a controlled establishment is by virtue of subsection (4) of section four of the Munitions of War Act, 1915, deemed to have entered into shall include an undertaking that piece prices, time allowances, or bonuses on output, or the rates or prices payable under any other system of payments by results, once fixed in the establishment may not be altered except in accordance with any procedure which has been adopted by agreement between the owner of the establishment and the workmen or their representatives and is in force in the establishment at the passing of this Act or by the direction of the Minister of Munitions, which direction shall not be given except in accordance with an agreement between the owner of the establishment and the trade unions representing the workmen affected by the alteration, or failing agreement after consultation with the parties concerned:

Restrictions
on alteration
of piece
prices, &c., in
controlled
establish-
ments

Provided that this provision shall not apply where the alteration is made in accordance with the directions as to the rates of wages of female workers given by the Minister of Munitions under section six of the Munitions of War (Amendment) Act, 1916, nor shall this provision apply to shipbuilding yards or ship-repairing yards, but as respects such yards the Minister of Munitions or the Admiralty may make rules regulating the alteration of the rates or prices payable under systems of payments by results therein.

(2) Where an alteration of the rates or prices payable under a system of payment by results is made in accordance with the provisions of this section, paragraph seven of the Second Schedule to the Munitions of War Act, 1915, shall not apply

9. No workman employed on or in connection with munitions work shall be discharged on the ground that he has joined or is a member of a trade union, or that he has taken part in any trade dispute, and if any employer discharges a workman on any such ground he shall be guilty of an offence triable by a munitions tribunal of the second class under the Munitions of War Act, 1915, and shall be liable to a fine not

Penalty on
dismissal of
workman on
ground of
membership of
trade union

exceeding ten pounds, and the tribunal may order that the whole or any part of the fine imposed shall be paid as compensation to the workman :

Provided that nothing in this section shall prejudice any right of action for wrongful dismissal that the workman may have against his employer.

Proceedings
under s. 4 (5)
of principal
Act

10. Proceedings against a person for contravening or failing to comply with regulations made by the Minister of Munitions under subsection (5) of section four of the Munitions of War Act, 1915, shall not be instituted except by the Minister of Munitions or the Admiralty, or by a person acting on his or their behalf.

Application
of s 17 of
principal Act.

11. Section seventeen of the Munitions of War Act, 1915, and section twenty-five of the Munitions of War (Amendment) Act, 1916, shall apply to any order or regulation made under this Act.

Short title and
citation.

12. This Act may be cited as the Munitions of War Act, 1917, and shall be construed as one with the Munitions of War Acts, 1915 and 1916, and this Act and those Acts may be cited together as the Munitions of War Acts, 1915 to 1917.

APPENDIX III.

MUNITIONS TRIBUNALS RULES.

I.—ENGLAND—WALES—IRELAND

THE MUNITIONS TRIBUNALS RULES, 1917, DATED OCTOBER 15, 1917, FOR CONSTITUTING AND REGULATING MUNITIONS TRIBUNALS MADE IN PURSUANCE OF SECTION 15 OF THE MUNITIONS OF WAR ACT, 1915 (4 & 5 GEO. 5, c. 54), AS AMENDED BY THE MUNITIONS OF WAR (AMENDMENT) ACT, 1916 (5 & 6 GEO. 5, c. 99), AND THE MUNITIONS OF WAR ACT, 1917 (7 & 8 GEO. 5, c. 45), BY THE SECRETARY OF STATE AS FAR AS RELATES TO OFFENCES AND THE ENFORCEMENT OF ORDERS, AND BY THE MINISTER OF MUNITIONS AS FAR AS RELATES TO OTHER MATTERS.

Order 1057,
15th Oct.,
1917.

1 There shall be two classes of Munitions Tribunals, that is to say, Munitions Tribunals of the first class (hereinafter referred to as "General Munitions Tribunals") and Munitions Tribunals of the second class (hereinafter referred to as "Local Munitions Tribunals"), and these Rules shall apply both to General and to Local Munitions Tribunals, except so far as they are expressly confined to tribunals of a particular class.

2. A Munitions Tribunal shall consist of a person (hereinafter referred to as "the Chairman") appointed for the purpose by the Minister of Munitions, sitting with two or some other even number of assessors.

Provided that in the unavoidable absence or incapacity of the chairman a deputy may be appointed to act in his place.

3. Of the assessors, one-half shall be chosen from a panel constituted by the Minister of Munitions of persons representing employers, and the other half shall be chosen from a panel constituted by the Minister of Munitions of persons representing workmen.

4. In the case of General Munitions Tribunals the panels may be constituted either generally or for any divisions specified by the Minister of Munitions. In the case of Local Munitions Tribunals different panels shall be constituted for the several districts for which Local Munitions Tribunals are established.

5. Where the person or persons by or on behalf of whom or against whom a complaint is made is or are a female worker, or two or more female workers, the assessor or one of the assessors chosen from the panel of persons representing workmen shall be a woman.

6. A General Munitions Tribunal shall have jurisdiction to deal with all offences under the Munitions of War Act, 1915 (which Act, as amended by the Munitions of War (Amendment) Act, 1916, and the Munitions of War Act, 1917, is hereinafter referred to as "the Act"), not being offences which by the Act are punishable under the Summary Jurisdiction Acts, and with all other matters therein specified, but shall not deal with any matter with which a Local Munitions Tribunal is competent to deal unless such matter arises in connection with a matter with which a Local Munitions Tribunal is not competent to deal or is for any reason referred to a General Munitions Tribunal by the Minister of Munitions, or is transferred under these rules from a Local Munitions Tribunal to a General Munitions Tribunal.

7. A Local Munitions Tribunal shall have jurisdiction to deal only with complaints—

- (a) That a person has acted in contravention of or failed to comply with regulations made applicable to the controlled establishment in which he is either an employer or is employed, or

- (b) That a workman has acted in contravention of or failed to comply with an undertaking to which Section 6 of the Act applies; or
- (c) That an employer has dismissed a workman in contravention of Section 3 of the Munitions of War (Amendment) Act, 1916, or has acted in contravention of or failed to comply with an undertaking to which Section 4 of that Act applies; or
- (d) That a person has given employment to a workman in contravention of the provisions of Section 2 of the Munitions of War Act, 1917; or
- (e) That a week's notice, or an average week's wages in lieu of notice, has not been given or paid where such notice or payment is required by Section 3 of the Munitions of War Act, 1917; or
- (f) That an employer has discharged a workman in contravention of the provisions of Section 9 of the Munitions of War Act, 1917.

7A. Proceedings against a person for contravening or failing to comply with regulations made by the Minister of Munitions, under sub-section (5) of Section 4 of the Munitions of War Act, 1915, or for giving employment to a workman in contravention of the provisions of Section 2 of the Munitions of War Act, 1917, shall not be instituted except by the Minister of Munitions or the Admiralty or by a person acting on his or their behalf

8. Any complaint under the Act shall be made in writing to the Chairman of the Munitions Tribunal appointed for the division or district in which the matter arises, or to some other person appointed by him for the purpose.

Provided that nothing in this rule shall be construed as limiting the jurisdiction of a Munitions Tribunal, whether Local or General, so as to prevent such Tribunal trying a complaint as respects any matter which may have arisen outside the division or district of the Tribunal, and no plea that any matter did not arise in the division or district

of the Tribunal before which the complaint is made shall be heard save with the consent of the Chairman of the Tribunal; but a Munitions Tribunal shall not try any complaint when the matter of the complaint arises within the division or district of some other Munitions Tribunal unless the complaint has been transferred to that Tribunal in accordance with these rules.

9. One complaint may include two or more defendants.

10. The Chairman of a Local Munitions Tribunal may at any time transfer a complaint to any other Local Munitions Tribunal if he is satisfied that it could be more conveniently tried by such other Tribunal, and may with the consent of the Minister of Munitions transfer any complaint to a General Munitions Tribunal.

10A. The Tribunal shall for the purpose of adjudicating upon any complaint have power to take evidence upon oath.

11. Where the complaint relates to an offence under the Act—

- (i) The Chairman, or some other person appointed for the purpose by the Chairman, shall (if satisfied that there is a *prima facie* case) issue to and cause to be served on the person or persons in respect of whom the complaint is made, a notice to appear before the Tribunal at such place and time as the Chairman may appoint.
- (ii) The Chairman, or some other person appointed as aforesaid shall cause to be served on the person who has made the complaint notice of the time and place of the hearing.
- (iii) No person shall be fined for an offence under the Act unless he has appeared before the Tribunal or the Tribunal is satisfied that he has had a reasonable opportunity of so appearing.
- (iv) So far as is consistent with the provisions of the Act and any Rules made thereunder, the provi-

visions of the Summary Jurisdiction Acts (including the Criminal Justice Administration Act, 1914) with respect to—

- (a) enforcing the attendance of defendants before courts of summary jurisdiction;
- (b) compelling persons to attend as witnesses and give evidence and produce documents before courts of summary jurisdiction;
- (c) payment and recovery of fines and enforcement of orders otherwise than by imprisonment;
- (d) service and execution of process as between one part of the British Islands and another—

shall apply to proceedings under the Act as though a Munitions Tribunal were a Court of Summary Jurisdiction, and as if the Chairman were a Justice of the Peace, a complaint were an information laid upon oath, a notice to appear duly served under these rules were a summons duly issued and served, and an offence under the Act were an offence punishable on summary conviction, and with such other modifications as may be necessary to adapt those provisions to proceedings under the Act.

- (v) Where a fine has been imposed on a person employed or a workman by a Munitions Tribunal, that Tribunal may make an order requiring such deductions to be made on account of the fine from the wages of such person employed or workman as the Tribunal think fit and requiring the person by whom the wages are for the time being paid to pay to the Clerk to the Tribunal or other person appointed for the purpose by the Minister of Munitions any sums so deducted, and any sum so payable shall be recoverable in

like manner as a fine imposed by the Tribunal, provided that where the person on whom the fine has been imposed leaves the employment of any person to whom the order relates, the last mentioned person shall forthwith give notice thereof to the clerk or other person to whom the deductions are payable.

12. Where the complaint relates to a breach of Section 3 of the Munitions of War Act, 1917—

- (i) The Chairman or some other person appointed by the Chairman for the purpose shall (if satisfied that there is a *prima facie* case) issue to and cause to be served on the person or persons in respect of whom the complaint is made, a notice to appear before the Tribunal at such place and time as the Chairman may appoint.

Provided that if any person in respect of whom complaint is made is unable or unwilling to attend at the hearing of the case he may send to the Chairman a statement in writing signed by him of the facts of the case and of any grounds upon which he desires to oppose the making of an order for the payment of the sum recoverable under the said section, and any such statement shall be considered by the Tribunal.

- (ii) No order shall be made against any person under the said enactment unless he has appeared before the Tribunal, or the Tribunal is satisfied that he has had a reasonable opportunity of so appearing.
- (iii) Notice of the time and place of sitting of the Local Munitions Tribunal to which the complaint will be reported or referred shall be served on the person by whom the complaint was made so that it would reach him in the ordinary course of post not less than 24 hours before the sitting of the Tribunal, and such person shall be entitled to attend such sitting during the consideration of his case;

Provided that—

- (a) With the consent of such person the case may be considered by the Tribunal notwithstanding that notice has not been served on him in accordance with this rule; and
 - (b) If such person is unable or unwilling to attend at the hearing of the case he may send to the Chairman a statement in writing signed by him of the facts of the case and of any grounds upon which he desires to urge the making of such an order, together with particulars of the amount claimed, and any such statement shall be considered by the Tribunal.
- (iv) In any case in which the Chairman certifies that the evidence of any person was necessary to the decision of the case, expenses in respect of such attendance may be allowed on a scale approved by the Treasury, but subject as aforesaid, expenses will not in any case be allowed to witnesses nor, except in cases to which the proviso to Rule 17 applies, may costs be awarded.

13. No case shall be heard, tried or adjudged by a Munitions Tribunal except in open Court.

14. A Munitions Tribunal may from time to time adjourn the hearing of any case pending before it, but where a hearing is so adjourned notice of the time and place of this adjourned hearing shall, unless communicated to the parties at the time of the adjournment, be sent to the parties so as to reach them in the ordinary course of post not less than 24 hours before the adjourned hearing.

15. The Chairman, before giving his decision, shall consult with the assessors, and in all cases where the assessors are agreed he shall, except as respects questions which appear to the Chairman to be questions of law, give effect to their opinion in his decision.

154 MUNITIONS TRIBUNALS RULES

16. A workman may in any case be represented by his trade union representative, but subject as aforesaid no party to any proceedings before a Local Munitions Tribunal may be represented by a counsel or a solicitor.

17 Subject to the provisions of paragraph (iv) of Rule 12, the question of costs shall be in the absolute discretion of the Chairman, who may order the same to be paid by any party or parties to the proceedings in such manner as he shall direct, and may either assess the amount thereof himself or may refer the same for assessment to any other person appointed by the Minister of Munitions for the purpose.

Provided that where a Munitions Tribunal dismisses any case and it appears to the Tribunal that the proceedings were vexatious or frivolous, the Tribunal shall, unless it sees good cause to the contrary, award costs to the person against whom the complaint is made, and the costs so awarded shall, unless the Tribunal sees good cause to the contrary, include such sum for the expenses, trouble and loss of time incurred in or incidental to the attendance of the person against whom the complaint is made before the Tribunal as to the Tribunal may seem just and reasonable.

18. An order for costs or for payment of any money recoverable before a Munitions Tribunal may be enforced in the same manner as a fine, and paragraph (v) of Rule 11 shall apply accordingly.

19. Any process with respect to any proceedings under the Act may be issued by any Munitions Tribunal, whether local or general, whether the proceedings are pending before that Tribunal or some other Munitions Tribunal, whether local or general, and any process issued by any Munitions Tribunal may without any endorsement be executed either within the district of that Tribunal or elsewhere in England and Wales.

20. Without prejudice to any other lawful mode of service, a notice required or authorised under these Rules to be served may be forwarded by registered post addressed to the

person on whom it is to be served at his last known place of abode or at any place where he carries on business, and if so forwarded shall be deemed to have been duly served.

20A. Any person against whom a decision of a Tribunal has been given may apply to the Tribunal to set aside that decision and rehear the case on the ground that the notice to appear did not in fact reach him, and the Tribunal may, if it thinks fit and on such terms as to costs or otherwise as the Tribunal may impose, set aside the decision and rehear the case accordingly.

21. The Minister of Munitions shall appoint a clerk for each Tribunal.

22 All fines imposed by a Munitions Tribunal shall be paid to the clerk of the Tribunal who shall, through the Minister of Munitions, pay into the Exchequer all fines received by him.

23. The Chairman of a Munitions Tribunal shall keep a note of the evidence given in proceedings before the Tribunal.

24. Every Munitions Tribunal shall keep a register of complaints made to, and proceedings taken by the Tribunal under the Act, and shall furnish the Minister of Munitions with duplicates thereof when required by him to do so.

25. Subject as aforesaid, the procedure of a Munitions Tribunal and the forms to be used for the purposes of proceedings before a Munitions Tribunal, shall be such as the Secretary of State or the Minister of Munitions may determine.

26. The Interpretation Act, 1889, shall apply for the purpose of the interpretation of these Rules as it applies to the interpretation of an Act of Parliament.

27. The Munitions (Tribunals) Rules, 1916, as amended by any subsequent rules, are hereby revoked, but nothing in this revocation shall affect the validity of any order or complaint made or process issued under the Rules so revoked,

156 MUNITIONS TRIBUNALS RULES.

but every such order, complaint or process shall have effect as if made or issued under these Rules.

28. These Rules may be cited as the Munitions (Tribunals) Rules, 1917, and shall come into force as from the fifteenth day of October, 1917.

Signed as far as relates to offences and the enforcement
of orders by

Geo. Cave,

One of His Majesty's Secretaries of State.

Home Office,
Whitehall, S W.

Signed as far as relates to other matters by

Winston S. Churchill,

Minister of Munitions.

Ministry of Munitions,
6 Whitehall Gardens, S.W.

MUNITIONS TRIBUNALS RULES.

II.—SCOTLAND

THE MUNITIONS TRIBUNALS (SCOTLAND) RULES, 1917, DATED OCTOBER 15, 1917, FOR CONSTITUTING AND REGULATING MUNITIONS TRIBUNALS MADE IN PURSUANCE OF SECTION 15 OF THE MUNITIONS OF WAR ACT, 1915 (5 & 6 GEO. 5, C. 54), AS AMENDED BY THE MUNITIONS OF WAR (AMENDMENT) ACT, 1916 (5 & 6 GEO. 5, C. 99), AND THE MUNITIONS OF WAR ACT, 1917 (7 & 8 GEO. 5, C. 45), BY THE SECRETARY FOR SCOTLAND AS FAR AS RELATES TO OFFENCES AND THE ENFORCEMENT OF ORDERS, AND BY THE MINISTER OF MUNITIONS AS FAR AS RELATES TO OTHER MATTERS

Order 1108,
15th Oct.,
1917.

1. There shall be two classes of Munitions Tribunals, that is to say, Munitions Tribunals of the first class (hereinafter referred to as "General Munitions Tribunals") and Munitions Tribunals of the second class (hereinafter referred to as "Local Munitions Tribunals"), and these Rules shall apply both to General and to Local Munitions Tribunals, except so far as they are expressly confined to tribunals of a particular class.

2. A Munitions Tribunal shall consist of a person (hereinafter referred to as "the Chairman") appointed for the purpose by the Minister of Munitions, sitting with two or some other even number of assessors

Provided that in the unavoidable absence or incapacity of the chairman a deputy may be appointed to act in his place.

3. Of the assessors, one-half shall be chosen from a panel constituted by the Minister of Munitions of persons representing employers, and the other half shall be chosen from a panel constituted by the Minister of Munitions of persons representing workmen.

4. In the case of General Munitions Tribunals the panels may be constituted either generally or for any divisions specified by the Minister of Munitions. In the case of Local Munitions Tribunals different panels shall be constituted for the several districts for which Local Munitions Tribunals are established.

5. Where the person or persons by or on behalf of whom or against whom a complaint is made is or are a female worker, or two or more female workers, the assessor or one of the assessors chosen from the panel of persons representing workmen shall be a woman.

6. A General Munitions Tribunal shall have jurisdiction to deal with all offences under the Munitions of War Act, 1915 (which Act, as amended by the Munitions of War (Amendment) Act, 1916, and the Munitions of War Act, 1917, is hereinafter referred to as "the Act"), not being offences which by the Act are punishable under the Summary Jurisdiction Acts, and with all other matters therein specified, but shall not deal with any matter with which a Local Munitions Tribunal is competent to deal unless such matter arises in connection with a matter with which a Local Munitions Tribunal is not competent to deal or is for any reason referred to a General Munitions Tribunal by the Minister of Munitions, or is transferred under these rules from a Local Munitions Tribunal to a General Munitions Tribunal.

7. A Local Munitions Tribunal shall have jurisdiction to deal only with complaints—

- (a) That a person has acted in contravention of or failed to comply with regulations made applicable to the controlled establishment in which he either is an employer or is employed, or
- (b) That a workman has acted in contravention of or failed to comply with an undertaking to which section 6 of the Act applies; or
- (c) That an employer has dismissed a workman in contravention of Section 3 of the Munitions of War

(Amendment) Act, 1916, or has acted in contravention of or failed to comply with an undertaking to which Section 4 of that Act applies; or

- (d) That a person has given employment to a workman in contravention of the provisions of Section 2 of the Munitions of War Act, 1917; or
- (e) That a week's notice, or an average week's wages in lieu of notice, has not been given or paid where such notice or payment is required by Section 3 of the Munitions of War Act, 1917; or
- (f) That an employer has discharged a workman in contravention of the provisions of Section 9 of the Munitions of War Act, 1917.

8. Proceedings against a person for contravening or failing to comply with regulations made by the Minister of Munitions, under sub-section (5) of Section 4 of the Munitions of War Act, 1915, or for giving employment to a workman in contravention of the provisions of Section 2 of the Munitions of War Act, 1917, shall not be instituted except by the Minister of Munitions or the Admiralty or by a person acting on his or their behalf.

9. Any complaint under the Act shall be made in writing to the Chairman of the Munitions Tribunal appointed for the division or district in which the matter arises, or to some other person appointed by him for the purpose, and, subject to the provisions of Rule 8, may be made by or on behalf of any person aggrieved, or the Minister of Munitions

Order No. $\frac{768}{s. 25}$

Provided that nothing in this rule shall be construed as limiting the jurisdiction of a Munitions Tribunal, whether Local or General, so as to prevent such Tribunal trying a complaint as respects any matter which may have arisen outside the division or district of the Tribunal, and no plea that any matter did not arise in the division or district of the Tribunal before which the complaint is made shall be heard save with the consent of the Chairman of the Tribunal, but a Munitions Tribunal shall not try any complaint when

the matter of the complaint arises within the division or district of some other Munitions Tribunal unless the complaint has been transferred to that Tribunal in accordance with these rules.

10. One complaint may include two or more defenders

11. The Chairman of a Local Munitions Tribunal may at any time transfer a complaint to any other Local Munitions Tribunal if he is satisfied that it could be more conveniently tried by such other Tribunal, and may with the consent of the Minister of Munitions transfer any complaint to a General Munitions Tribunal.

12. The Tribunal shall for the purpose of adjudicating upon any complaint have power to take evidence upon oath

13. Where the complaint relates to an offence under the Act—

- (i) The Chairman, or some other person appointed for the purpose by the Chairman, shall (if satisfied that there is a relevant case) issue to and cause to be served on the person or persons in respect of whom the complaint is made, a notice to appear before the Tribunal at such place and time as the Chairman may appoint.
- (ii) The Chairman, or some other person appointed as aforesaid shall cause to be served on the person who has made the complaint notice of the time and place of the hearing.
- (iii) No person shall be fined for an offence under the Act unless he has appeared or has been represented before the Tribunal or the Tribunal is satisfied that he has had a reasonable opportunity of so appearing.
- (iv) The provisions of the Summary Jurisdiction (Scotland) Act, 1908, with regard to the citation and apprehension of witnesses shall apply in like manner as if a Munitions Tribunal were a Court of Summary Jurisdiction.

- (v) Proceedings before a Munitions Tribunal shall be conducted summarily *viva voce*, and, subject to the provisions of Rule 25, no record need be kept of the proceedings other than the complaint and the finding or order of the Tribunal. Any finding, order, or warrant of the Tribunal may be signed either by the Chairman or by the Clerk to such Tribunal.
- (vi) Where a fine has been imposed on a person employed or a workman by a Munitions Tribunal, that Tribunal may make an order requiring such deductions to be made on account of the fine from the wages of such person employed or workman as the Tribunal thinks fit and requiring the person by whom the wages are for the time being paid to pay to the Clerk to the Tribunal or other person appointed for the purpose by the Minister of Munitions any sums so deducted, and any sum so payable shall be recoverable in like manner as a fine imposed by the Tribunal, provided that where the person on whom the fine has been imposed leaves the employment of any person to whom the order relates, the last mentioned person shall forthwith give notice thereof to the clerk or other person to whom the deductions are payable.
- (vii) The finding and order of a Munitions Tribunal imposing a fine, or a copy thereof certified by the clerk, shall be a sufficient warrant for the recovery by civil diligence of such fine, and such diligence may be executed in the same manner as if the proceedings were on an extract decree of the Sheriff's Small Debt Court.
- (viii) Sections 19, 22, 25 (so far as relating to service out of Scotland), 30, 35, 36, 38, 39, 42, 46, and 55 of the Summary Jurisdiction (Scotland) Act, 1908, shall apply with the necessary modifications to proceedings before a Munitions Tribunal

as if such proceedings were proceedings under that Act, the Tribunal were a Court of Summary Jurisdiction, the person by whom the complaint is made or his representative were a prosecutor in the public interest in such Court, the clerk to the Tribunal were the clerk of such Court, and the notice referred to in sub-clause (i) of this Rule were a complaint under the said Act.

14. Where the complaint relates to a breach of Section 3 of the Munitions of War Act, 1917—

- (i) The Chairman or some other person appointed by the Chairman for the purpose shall (if satisfied that there is a *prima facie* case) issue to and cause to be served on the person or persons in respect of whom the complaint is made, a notice to appear before the Tribunal at such place and time as the Chairman may appoint.

Provided that if any person in respect of whom complaint is made is unable or unwilling to attend at the hearing of the case he may send to the Chairman a statement in writing signed by him of the facts of the case and of any grounds upon which he desires to oppose the making of an order for the payment of the sum recoverable under the said section, and any such statement shall be considered by the Tribunal.

- (ii) No order shall be made against any person under any of the said enactments unless he has appeared or has been represented before the Tribunal, or the Tribunal is satisfied that he has had a reasonable opportunity of so appearing.
- (iii) Notice of the time and place of sitting of the Local Munitions Tribunal to which the complaint will be reported or referred shall be served on the person by whom the complaint was made so that it would reach him in the ordinary course of post not less than 24 hours before the sitting

of the Tribunal, and such person shall be entitled to attend such sitting during the consideration of his case;

Provided that—

- (a) With the consent of such person the case may be considered by the Tribunal notwithstanding that notice has not been served on him in accordance with this rule; and
 - (b) If such person is unable or unwilling to attend at the hearing of the case he may send to the Chairman a statement in writing signed by him of the facts of the case and of any grounds upon which he desires to urge the making of such an order, together with particulars of the amount claimed, and any such statement shall be considered by the Tribunal.
- (iv) In any case in which the Chairman certifies that the evidence of any person was necessary to the decision of the case, expenses in respect of such attendance may be allowed on a scale approved by the Treasury, but subject as aforesaid, expenses will not in any case be allowed to witnesses nor, except in cases to which the proviso to Rule 19 applies, may expenses be awarded.
- (v) An order by a Munitions Tribunal for the payment of a sum of money, or a copy of such order certified by the clerk, shall be a sufficient warrant for the recovery by civil diligence of such sum, and such diligence may be executed in the same manner as if the proceedings were on an extract decree of the Sheriff's Small Debt Court.

15 No case shall be heard, tried or adjudged by a Munitions Tribunal except in open Court.

16 A Munitions Tribunal may from time to time adjourn

the hearing of any case pending before it, but where a hearing is so adjourned notice of the time and place of this adjourned hearing shall, unless communicated to the parties at the time of the adjournment, be sent to the parties so as to reach them in the ordinary course of post not less than 24 hours before the adjourned hearing.

17. The Chairman, before giving his decision, shall consult with the assessors, and in all cases where the assessors are agreed he shall, except as respects questions which appear to the Chairman to be questions of law, give effect to their opinion in his decision.

18. The parties to any proceedings before a Munitions Tribunal may be represented by any persons duly authorised by them, but no party to any proceedings before a Local Munitions Tribunal may be represented by a counsel or a solicitor

19. Subject to the provisions of paragraph (iv) of Rule 14, the question of expenses shall be in the absolute discretion of the Chairman, who may order the same to be paid by any party or parties to the proceedings in such manner as he shall direct, and may either assess the amount thereof himself or may refer the same for assessment to any other person appointed by the Minister of Munitions for the purpose.

Provided that where a Munitions Tribunal dismisses any case and it appears to the Tribunal that the proceedings were vexatious or frivolous, the Tribunal shall, unless it sees good cause to the contrary, award expenses to the person against whom the complaint is made, and the expenses so awarded shall, unless the Tribunal sees good cause to the contrary, include such sum for the expenses, trouble and loss of time incurred in or incidental to the attendance of the person against whom the complaint is made before the Tribunal as to the Tribunal may seem just and reasonable.

20. An order for expenses may be enforced by a Munitions Tribunal in the same manner as a fine.

21 Any person against whom a decision of a Tribunal has been given may apply to the Tribunal to set aside that decision and rehear the case on the ground that the notice to appear did not in fact reach him, and the Tribunal may, if it thinks fit and on such terms as to costs or otherwise as the Tribunal may impose, set aside the decision and rehear the case accordingly.

22. A notice required or authorised under these Rules to be served may be forwarded by registered post addressed to the person on whom it is to be served at his last known place of abode or at any place where he carries on business, and if so forwarded shall be deemed to have been duly served.

23. The Minister of Munitions shall appoint a clerk for each Tribunal.

24 All fines imposed by a Munitions Tribunal shall be paid to the clerk of the Tribunal who shall, through the Minister of Munitions, pay into the Exchequer all fines received by him

25 The Chairman of a Munitions Tribunal shall keep a note of the evidence given in proceedings before the Tribunal.

26 Every Munitions Tribunal shall keep a register of complaints made to, and proceedings taken by the Tribunal under the Act, and shall furnish the Minister of Munitions with duplicates thereof when required by him to do so

27. Subject as aforesaid, the procedure of a Munitions Tribunal and the forms to be used for the purposes of proceedings before a Munitions Tribunal, shall be such as the Secretary for Scotland or the Minister of Munitions may determine

28. The Interpretation Act, 1889, shall apply for the purpose of the interpretation of these Rules as it applies to the interpretation of an Act of Parliament.

29. The Munitions Tribunals (Scotland) Rules, 1916, as amended by any subsequent rules, are hereby revoked, but nothing in this revocation shall affect the validity of any order or complaint made or process issued under the Rules so revoked, but every such order, complaint or process shall have effect as if made or issued under these Rules

30. These Rules may be cited as the Munitions Tribunals (Scotland) Rules, 1917, and shall come into force as from the fifteenth day of October, 1917.

Signed as far as relates to offences and the enforcement
of Orders by

Robert Munro,
Secretary for Scotland.

Scottish Office,
Whitehall, S.W.1.

Signed as far as relates to other matters by

Winston S. Churchill,
Minister of Munitions.

Ministry of Munitions,
6 Whitehall Gardens, S.W.1,
15th October, 1917.

APPENDIX IV.

APPEAL TRIBUNAL RULES.

1.—ENGLAND AND WALES—IRELAND.

Title of Rules.

1. These rules may be cited as the Munitions Tribunals (Appeal) Rules, 1916, and shall come into operation on the sixth day of March, 1916.

1916 Act, s. 18.
Order No. 137,
2nd March,
1916.

Interpretation of Rules.

2. (i) The expression "the Acts" shall mean the Munitions of War Act, 1915 and 1916.

The expression "Appeals Officer" shall mean such person as may be appointed by the Lord Chancellor to act as the Officer of the Court under these rules.

The expression "the Judge" shall mean such Judge of the High Court as may be appointed by the Lord Chancellor for the purpose of hearing appeals from Munitions Tribunals

(ii) The Interpretation Act, 1889, shall apply for the interpretation of these rules as it applies for the interpretation of an Act of Parliament

Right of Appeal

3. (i) Any person convicted of an offence, or against whom an order has been made, or to whom (including the trade union representative of any workman) a leaving certificate has been refused, by a Munitions Tribunal, and in all cases

the Minister of Munitions, may appeal to the Judge against the decision :—

(a) on any ground of appeal which involves a question of law alone; and

(b) with the leave of the Judge or with the written permission of the Chairman of the Munitions Tribunal (in these rules referred to as the Chairman) on any ground which involves a question of mixed law and fact.

(ii) The other party to the proceeding before the Munitions Tribunal may, with the leave of the Judge or with the written permission of the Chairman, appeal to the Judge against the decision on any ground which involves a question of law alone, or which involves a question of mixed law and fact.

Notices of Appeal

4. (i) Every person who desires to appeal, or to obtain the leave of the Judge to appeal, against any decision of a Munitions Tribunal shall give notice in writing of his intention to the Clerk to the Munitions Tribunal, and shall send by registered post his notice of appeal, or notice of application for leave to appeal, to the Judge, within seven days of the date of the decision. provided that the Judge may, in his discretion, grant an extension of time within which such notice shall be given

(ii) (a) Every notice of appeal or notice of application for leave to appeal shall be in writing and shall state :—

(1) the names and addresses of both parties to the proceedings before the Munitions Tribunal; and

(2) the place where the Tribunal sat; and

(3) the name of the Chairman; and

(4) the decision of the Tribunal; and

(5) the date of the decision; and

(6) the question or questions of law, or of mixed law and fact, which are the grounds of the appeal;

and shall be accompanied by a copy of either the complaint or the notice to appeal before the Munitions Tribunal.

(b) In every case where the Chairman has given his written permission to appeal, the written permission shall be attached by the appellant to his notice of appeal.

(c) Every application for an extension of time under this rule shall be in writing, and shall state the grounds of the application, and shall be accompanied by the proposed notice of appeal or notice of application for leave to appeal.

(iii) Every notice of appeal, or notice of application for leave to appeal, or for an extension of time, shall be signed by the appellant himself. provided that it shall be sufficient compliance with this rule if—

(a) an appellant who is unable to write affixes his mark to any notice in the presence of a witness who attests the mark; or

(b) in the case of a body corporate, the notice is signed by the secretary, clerk, manager, or solicitor thereof; or

(c) in the case of the Minister of Munitions, the notice purports to be signed by any person duly authorised by the Minister in that behalf.

5. (i) All notices or other documents required or authorised to be given, for the purposes of these rules, to the Judge, shall be addressed to "The Appeals Officer of Munitions Tribunals, Room 751, West Wing, Royal Courts of Justice, London."

(ii) All notices or other documents required or authorised by these rules to be given or sent shall be deemed to be duly given or sent if forwarded by registered post, addressed to the person to whom they are required or authorised to be given or sent, at his last known place of abode, or at any place where he carries on business.

6. Where the Judge has, on a notice of application for leave to appeal, given leave to appeal, it shall not be necessary for the appellant to give any notice of appeal, but the notice of application for leave to appeal shall be treated as a notice of appeal.

Abandonment of Appeal.

7. An appellant, at any time after he has served notice of appeal or notice of application for leave to appeal, and before the day fixed for the hearing or determination, may, subject to such order as to costs as may be made by the Judge, abandon his appeal by giving notice of abandonment thereof to the Appeals Officer, and the Appeals Officer shall thereupon give notice to the Clerk to the Munitions Tribunal

Summary Dismissal of Appeal.

8. (i) If it appears to the Judge that any notice of appeal, purporting to be on a ground which involves a question of law alone, does not show any substantial ground of appeal, he may dismiss it summarily and without requiring or permitting either party to appear or furnish further evidence or argument

(ii) When the Judge has dismissed an appeal summarily, or has refused an application for leave to appeal, the Appeals Officer shall give notice to the Clerk to the Munitions Tribunal concerned and to the appellant of the decision of the Judge.

Notice to Respondent.

9. The Appeals Officer, where an appeal is to proceed, shall send a copy of the notice of appeal to the respondent and to the Minister of Munitions.

Chairman's Report.

10. (i) The Appeals Officer, when he has received a notice of appeal or a notice of application for leave to appeal, shall, where the Judge so directs, send to the Chairman a copy of the notice, and thereupon the Chairman shall furnish to the Appeals Officer a copy of the complaint or of the notice to appear before the Munitions Tribunal, together with a report in triplicate setting out the names and addresses of the parties, the evidence in the case, the facts as found by the Tribunal, and the grounds of the decision, or such of the

above-mentioned matters as the Judge may require, and shall deal in his report with the appellant's case generally, or with any point arising thereon; and either party may obtain a copy of the Chairman's report on application to the Appeals Officer.

(11) The Judge may, if he thinks it necessary or expedient, require the Chairman who has furnished a report to the Appeals Officer to furnish a further report in such manner as the Judge may direct, and the Chairman shall thereupon comply with the direction.

Determination of Appeal.

11. The Judge shall hear and determine every appeal in open court, except where the appeal is dismissed summarily or where with the written consent of both parties he thinks it expedient to determine an appeal upon the materials before him without requiring either party to appear or to furnish further evidence or argument: provided that the decision on every appeal shall, except where the appeal is dismissed summarily, be given in open court

Notice of Hearing or Determination of Appeal.

12. The Appeals Officer shall, in every case where an appeal is to be heard or determined, at least seven days before the hearing or determination, send to the parties and to the Minister of Munitions a notice of the time and place appointed for the hearing or determination

Suspension of Penalties Pending Appeal

13 Where notice of appeal or notice of application for leave to appeal has been duly given, all proceedings for the recovery of any fine or costs imposed upon either party by the Munitions Tribunal shall be suspended until the abandonment, summary dismissal, or final determination of appeal.

Powers of Minister of Munitions

14 (1) The Minister of Munitions may with the leave of and subject to such conditions as may be imposed by the

Judge appear and be heard on the hearing of any appeal; or may

(ii) At any stage of an appeal substitute himself for either party to the proceedings by giving notice in writing to the Appeals Officer and to both parties, and thereupon these rules shall apply as if the Minister of Munitions were appellant or respondent, as the case may be.

It shall be the duty of a party for whom the Minister of Munitions has substituted himself under this rule to furnish to the Minister any information, documents, matters and things in his possession or under his control relating to the proceedings which the Minister may require for the purpose of the proceedings.

Appearance of Parties.

15. Each party may, on hearing of any appeal, appear in person and present his case orally or in writing, or may appear by counsel, or may, in lieu of appearing, send to the Appeals Officer at least two days before the hearing a statement in writing setting forth the arguments in support of his contention, and such arguments shall be considered by the Judge.

Powers of Judge.

16. The Judge may, on the hearing of any appeal, if he thinks it necessary or expedient—

- (i) sit with two or some other even number of assessors selected by the Judge respectively from an employers' panel and from a workmen's panel constituted in such manner as the Minister of Munitions may direct, and may consult with such assessors;
- (ii) order the production of any document or other thing relating to the proceedings; and
- (iii) order any witnesses who would have been compellable witnesses before the Munitions Tribunal to attend and be examined on oath before him, whether they were or were not examined before the Munitions Tribunal; and

- (iv) exercise for the purpose of the proceedings any other powers which are exercisable by any Judge of the High Court.

Result of Appeal.

17. (i) The Judge may, on the hearing of any appeal, allow or dismiss the appeal, or may order a re-hearing before the Munitions Tribunal, or may make such other order, or may give such directions as he may think just.

(ii) Where the Judge allows an appeal—

- (a) an appellant who has paid the whole or any part of any fine or costs imposed upon him by the Munitions Tribunal, shall be entitled, subject to any order of the Judge, to the return of the sum paid by him;
- (b) the Judge may impose any fine or make any order which it was competent for the Munitions Tribunal to have imposed or made, and may, if he thinks fit, direct that his decision shall not invalidate any leaving certificate issued or ordered to be issued by a Munitions Tribunal or any order of a Munitions Tribunal so far as it directs the issue of any leaving certificate.

Any fine imposed by the Judge under this rule shall be paid to the Clerk to the Munitions Tribunal concerned in like manner as if it had been imposed by the Munitions Tribunal, and payment may be enforced as if it were a fine imposed by a Munitions Tribunal, and any order made by the Judge shall be enforced as if it were made by a Munitions Tribunal.

(iii) Where the Judge orders a re-hearing before a Munitions Tribunal—

- (a) the Munitions Tribunal and the parties to the proceeding shall have the same rights as if the case had not been previously heard; and
- (b) an appellant who has paid the whole or any part of any fine or costs imposed upon him by the Muni-

tions Tribunal shall have the same rights with regard to the recovery thereof as if the Judge had allowed the appeal.

Court Fees.

18. (i) An appellant shall send to the Appeals Officer a fee of two shillings and sixpence upon giving notice of appeal or notice of application for leave to appeal, and a fee of five shillings before the hearing of an appeal.

(ii) The Judge may, if he thinks fit, remit or reduce any fee.

Costs.

19 Costs shall be in the absolute discretion of the Judge, who may order costs to be paid by any party or parties to the proceedings in such manner as he shall direct, and may either assess the amount thereof himself or may refer the same for assessment to any other person appointed by him for the purpose. An order for costs may be enforced in the same way as a fine under these rules.

Notifying Result of Appeal.

20 The Appeals Officer shall upon the final determination of an appeal, notify to the Munitions Tribunal concerned and to the Minister of Munitions, and to the parties if they were not present at the hearing thereof, the decision of the Judge.

Effect of Decision.

21. The decision of the Judge on any appeal shall be binding on all Munitions Tribunals in England and Wales, and there shall be no appeal from such decision.

Remedies for Non-Compliance.

22. Non-compliance on the part of either party with these rules, or with any rule of practice for the time being in force under the Acts, shall not prevent the further prosecution or defence of the appeal if the Judge considers that justice can be done, and subject to such terms as the Judge may impose.

APPEAL TRIBUNAL RULES.

II —SCOTLAND

Interpretation of Rules.

1. These Rules may be cited as the Munitions Tribunals (Appeal) (Scotland) Rules, 1916. Order No. 179,
s. 10, 10th
March, 1916.

2. The expression "the Acts" shall mean the Munitions of War Acts, 1915 and 1916.

The expression "the Judge" shall mean the Judge of the Court of Session appointed by the Lord President for the purpose of hearing appeals from Munitions Tribunals.

Right of Appeal

3.—(i) Any person aggrieved by any decision of a Munitions Tribunal may appeal to the Judge against that decision.—

(a) on any ground of appeal which involves a question of law alone; or

(b) with the leave of the Judge or with the written permission of the Chairman of the Munitions Tribunal (in these Rules referred to as the Chairman) on any ground which involves a question of mixed law and fact.

(ii) The Chairman may, after pronouncing the decision of the Tribunal, of his own accord or at the request of either party to the proceeding, in any case in which he considers it desirable so to do, reserve a case upon any question of law, or any question of mixed law and fact, which shall have arisen in the course of the proceeding, for the consideration of the Judge.

Appeals Officer.

4. There shall be an Appeals Officer of Munitions Tribunals (in these Rules referred to as the Appeals Officer) who shall be appointed by the Lord President.

Notices of Appeal.

5.—(i) Every person who desires to appeal or to obtain the leave of the Judge to appeal against any decision of a Munitions Tribunal shall give notice in writing to the Clerk thereof and shall send notice of appeal, or notice of application for leave to appeal, to the Appeals Officer, within seven days of the date of the decision :

Provided that the Judge may, in his discretion, grant an extension of time within which such notice shall be given.

(ii)—(a) Every notice of appeal or notice of application for leave to appeal may be written, type-written, or printed, and shall contain a statement of—

- (1) the names and addresses of both parties to the proceedings before the Munitions Tribunal; and
- (2) the place where the Tribunal sat; and
- (3) the name of the Chairman; and
- (4) the date of the decision; and
- (5) the substance of the decision; and
- (6) the question or questions of law, or of mixed law and fact, which are the grounds of the appeal; and
- (7) the material facts of the case.

(b) In every case where the Chairman has given his written permission to appeal, the written permission shall be attached by the appellant to his notice of appeal

(iii)—(a) Every notice of appeal, or notice of application for leave to appeal, shall be signed by the appellant himself, except under the provisions of paragraphs (c) and (d) of this Rule

All notices or other documents required or authorised to be given, for the purposes of these Rules, to the Judge, shall be

addressed to "The Appeals Officer of Munitions Tribunals, Parliament House, Edinburgh."

(b) Where an appellant is unable to write, he may affix his mark to any notice in the presence of a witness, who shall attest the same, and thereupon such notice shall be deemed to be duly signed by such appellant.

(c) In the case of a body corporate, where by these Rules any notice is required to be signed by the appellant himself, it shall be sufficient compliance therewith if such notice is signed by the secretary, clerk, manager or solicitor of such body corporate

(d) In the case of the Minister of Munitions, it shall be sufficient compliance with these Rules if such notice purports to be signed by any person duly authorised by the Minister in that behalf.

(iv) Any notice or other document which is required or authorised by these Rules to be given or sent shall be deemed to be duly given or sent if forwarded by registered post, addressed to the person to whom such notice or other document is required or authorised to be given or sent.

6. Where the Judge has, on a notice of application for leave to appeal, given leave to appeal, it shall not be necessary for the appellant to give any notice of appeal, but the notice of application for leave to appeal shall in such case be deemed to be a notice of appeal.

Abandonment of Appeal.

7. An appellant at any time after he has duly sent notice of appeal or notice of application for leave to appeal may, subject to such order as to expenses as may be made by the Judge, abandon his appeal by giving notice of abandonment thereof to the Appeals Officer, and the Appeals Officer shall thereupon give notice to the Clerk to the Munitions Tribunal.

Summary Dismissal of Appeal.

8 —(i) If it appears to the Judge that any notice of appeal purporting to be on a ground which involves a question of

law alone, or any application for leave to appeal, does not show any substantial ground of appeal, he may dismiss or refuse it summarily, and without reference to either party.

(ii) When the Judge has dismissed an appeal summarily, or has refused an application for leave to appeal the Appeals Officer shall give notice to the Clerk to the Munitions Tribunal concerned and to the appellant of the decision of the Judge in relation thereto, and in every such case the decision of the Munitions Tribunal shall be deemed to have been confirmed by the Judge.

Statement of Respondent.

9. The Appeals Officer, where an appeal is to proceed, shall send a copy of the notice of appeal to the respondent and to the Minister of Munitions, and thereupon the respondent shall furnish to the Judge within seven days a written statement of the facts and contentions of law on which he intends to rely.

Chairman's Report.

10.—(i) The Appeals Officer, when he has received a notice of appeal or a notice of application for leave to appeal, shall, subject to Rule 8, request the Chairman of the Munitions Tribunal who tried the case to furnish him with a report setting out the names and addresses of the parties and witnesses, the evidence in the case, the facts as found by the Munitions Tribunal and the grounds of their decision; and the Chairman shall thereupon comply with the request.

(ii) When the Appeals Officer shall request the Chairman to furnish a report under these Rules he shall send to the Chairman a copy of the notice of appeal or notice of application for leave to appeal to enable the Chairman to deal in his report with the appellant's case generally or with any point arising thereon.

(iii) The report of the Chairman shall be for the use of the Judge, and, except by direction of the Judge, shall not, nor shall any part thereof, be furnished to any other person.

Statement of Case Reserved.

11. The Chairman, where he reserves any case for the consideration of the Judge, shall within seven days of the date of the decision send to the Appeals Officer a written statement of the case, signed by him, setting out the names and addresses of the parties, the question or questions reserved and such facts only as raise the question or questions reserved, and shall at the same time send a copy to each party and to the Minister of Munitions; and thereupon each party shall furnish to the Judge within seven days a written statement of the facts and contentions of law on which he intends to rely

Further Report by Chairman.

12. The Judge may, if he thinks it necessary or expedient, require the Chairman who has furnished a report or a statement of a case reserved to the Appeals Officer under these Rules, to furnish a further report or fuller statement of the case in such manner as the Judge may direct, and the Chairman shall thereupon comply with the direction.

Determination of Appeal

13 The Judge shall hear every appeal or case reserved in open Court except where the appeal is dismissed summarily or where with the written consent of both parties he thinks it expedient to determine an appeal upon the materials before him without requiring either party to appear or to furnish further evidence or argument.

Notice of Hearing or Determination of Appeal.

14. The Appeals Officer shall, in every case where an appeal or case reserved is to be heard, at least seven days before the hearing thereof, send to the parties and to the Minister of Munitions a notice of the time and place appointed for the hearing.

Suspension of Penalties Pending Appeal.

15. Where notice of appeal or notice of application for leave to appeal has been duly given, or where a case has

been reserved, all proceedings for the recovery of any fine or costs imposed upon either party by the Munitions Tribunal shall be suspended until the final determination of the appeal or case reserved.

Powers of Minister of Munitions.

16 The Minister of Munitions may (i) with the leave of and subject to such conditions as may be imposed by the Judge appear and be heard on the hearing of any appeal, or (ii) at any stage of an appeal or case reserved, substitute himself for either party to such appeal or case reserved, by giving notice in writing to that effect to the Appeals Officer and to both parties.

It shall be the duty of a party for whom the Minister of Munitions has substituted himself under this Rule to furnish to the Minister any information, documents, matters and things in his possession or under his control relating to the proceedings which the Minister may require for the purpose of the appeal or case reserved.

Adjournment of Appeals

17. The Judge may, in his discretion, adjourn the hearing of any appeal or case reserved, and in every case where the hearing thereof is so adjourned for more than two days the Appeals Officer shall, at least two days before the adjourned hearing, intimate to the parties and to the Minister of Munitions the time and place appointed for such adjourned hearing.

Appearance of Parties.

18. Each party may, on the hearing of any appeal or case reserved, appear in person and present his case orally or in writing, or may appear by counsel, or with the consent of the Judge by any person authorised in writing by the party, or may, in lieu of appearing, send to the Appeals Officer at least two days before the hearing thereof a statement in writing setting forth the arguments in support of his contention, and such arguments shall be considered by the Judge

Powers of Judge.

19. The Judge may, on the hearing of any appeal or case reserved, if he thinks it necessary or expedient—

- (i) sit with two or some other even number of assessors appointed in such manner as the Minister of Munitions may direct respectively from an employers' panel and from a workmen's panel constituted under the Acts, and may consult with such assessors and act upon their opinion so far as he thinks fit to adopt it; and
- (ii) order the production of any document or other thing relating to the proceedings; and
- (iii) order any witnesses who would have been compellable witnesses before the Munitions Tribunal to attend and be examined on oath before him, whether they were or were not examined before the Munitions Tribunal; and
- (iv) exercise in relation to the proceedings any powers which may be exercised in civil or criminal matters by any Judge of the Court of Session or High Court of Justiciary.

Result of Appeal.

20.—(i) The Judge may, on the hearing of any appeal or case reserved, confirm or reverse the decision of the Munitions Tribunal, or may send the case back to the Munitions Tribunal to be re-tried, or may make such other order as he may think just.

(ii) Where the Judge confirms the decision of the Munitions Tribunal, such decision shall have effect as if there had been no appeal or case reserved.

(iii) Where the Judge reverses the decision of the Munitions Tribunal—

- (a) an appellant who has paid any fine or expenses imposed upon him by the Munitions Tribunal, or any

part thereof, shall be entitled, subject to any order of the Judge, to the return of the sum or any part thereof so paid by him;

- (b) the Judge may impose any fine or issue a leaving certificate or make any order which it was competent for the Munitions Tribunal to have imposed or made.

Any fine imposed by the Judge under this Rule shall be paid to the Clerk of the Munitions Tribunal concerned in like manner as if such fine had been imposed by the Munitions Tribunal, and payment thereof may be enforced in the same manner and subject to the same provisions as payment of fines imposed by Munitions Tribunals under the Acts may under the law for the time being be enforced.

(iv) Where the Judge sends the case back to the Munitions Tribunal to be re-tried—

- (a) the Munitions Tribunal and the parties to the proceeding shall have on such re-trial the same rights in all respects as if the case had not been previously tried, any law or custom of Scotland to the contrary notwithstanding; and
- (b) an appellant who has paid the whole or any part of any fine or expenses imposed upon him by the Munitions Tribunal or any part thereof, shall have the same rights with regard to the recovery thereof as if the Judge had reversed the decision of the Munitions Tribunal.

Expenses.

21. The question of expenses shall be in the absolute discretion of the Judge, who may order the same to be paid by any party or parties to the proceedings in such manner as he shall direct, and may either assess the amount thereof himself or may refer the same for assessment to any other person appointed by him for the purpose. An order for expenses may be enforced in the same way as a fine under these Rules.

Notifying Result of Appeal.

22 The Appeals Officer shall, on the final determination of an appeal or case reserved, notify to the Munitions Tribunal concerned and to the Minister of Munitions, and to the parties if they were not present at the hearing thereof, the decision in relation thereto.

Remedies for Non-Compliance.

23. Non-compliance on the part of either party with these Rules or with any rule of practice for the time being in force under the Acts, shall not prevent the further proceedings in the appeal if the Judge considers that the same may be waived or remedied by amendment or otherwise.

The Judge may in such manner as he thinks right direct the party to remedy such non-compliance, and thereupon the appeal may proceed. The Appeals Officer shall forthwith notify to the party any directions given by the Judge under this Rule.

APPENDIX V.

ORDERS RELATING TO DILUTION OF LABOUR.

I —SEMI-SKILLED AND UNSKILLED WORKMEN.

DIRECTIONS RELATING TO THE EMPLOYMENT AND REMUNERATION
OF SEMI-SKILLED AND UNSKILLED MEN ON MUNITIONS WORK
OF A CLASS WHICH PRIOR TO THE WAR WAS CUSTOMARILY
UNDERTAKEN BY SKILLED LABOUR.

Cir. L 3
Order No. 71,
24th Jan.,
1917.
Order No. 667,
26th June,
1917.

[*Note* —These Directions are strictly confined to the war period and are subject to the observance of Schedule II. of the Munitions of War Act.]

GENERAL.

1. Operations on which skilled men are at present employed, but which by reason of their character can be performed by semi-skilled or unskilled labour, may be done by such labour during the period of the war.

2. Where semi-skilled or unskilled male labour is employed on work identical with that customarily undertaken by skilled labour, the time rates and piece prices and premium bonus times shall be the same as customarily obtain for the operations when performed by skilled labour.

3. Where skilled men are at present employed they shall not be displaced by less skilled labour unless other skilled employment is offered to them there or elsewhere.

4. Piecework prices and premium bonus time allowances, after they have been established, shall not be altered unless the means or methods of manufacture are changed.

5. Overtime, night shift, Sunday and holiday allowances shall be paid to such machinemen on the same basis as to skilled men.

Time Ratings for the Manufacture of complete shell and fuses and cartridge cases, where not hitherto customary.

6. Where the manufacture of this class of munitions was not customarily undertaken by the establishment prior to the war, the following time ratings shall apply:—

(a) Semi-skilled and unskilled men of 21 years of age and over, when engaged as machinemen on the above manufacture, shall be paid at a time rate of 10s. per week lower than the time rate for turners, including war bonuses, engaged in the engineering trade of the district, but in no case shall the rate paid to such men be less than 28s. per week of the normal district hours. This rate also includes all war bonuses already granted.

(b) Where a semi-skilled or unskilled man of 21 years of age and over has had no experience previously of the operation he is called upon to perform, his starting rate shall be 26s. per week, which shall be paid during his period of training, but such period shall not exceed two months from the date at which he commenced work as a machineman.

(c) The time rates payable to setters up shall be not less than as follows.—

Setting up of fuse-making machines, 10s. per week over the current district time rate for turners

Setting up of shell-making machines, 5s. per week over the current district time rate for turners.

These extras are in addition to any war bonuses which have been granted.

INTERPRETATIONS.

7. Any question which arises as to the interpretation of these Directions shall be determined by the Minister of Munitions.

NOTE —The above Order has been applied to all controlled establishments with a few exceptions consisting of establishments in low-rated districts and establishments engaged in trades of the nature of explosives, chemicals, soap, oil, and seed crushing. The principles of this Order so far as applicable should be observed wherever dilution is introduced.

NOTES ON THE DILUTION OF SKILLED LABOUR PREPARED BY THE Cir. L. 6.
MUNITIONS LABOUR SUPPLY COMMITTEE FOR GUIDANCE OF
CONTROLLED ESTABLISHMENTS.

Alterations in Working Conditions.

Schedule II., paragraph 7, provides:—"Due notice shall be given to the workmen concerned wherever practicable of any changes of working conditions which it is desired to introduce as the result of the establishment becoming a controlled establishment, and opportunity for local consultation with workmen or their representatives shall be given if desired."

Procedure.—The Minister is of opinion that the following procedure should be adopted by a controlled establishment when any change is made in working conditions.

1. The workmen in the shop in which a change is to be made should be requested by the employer to appoint a deputation of their number together with their local Trade Union representative if they desire, to whom particulars of the proposed change could be explained.

2. At the interview the employer, after explaining the change proposed and giving the date when it is to come into operation, should give the deputation full opportunity of raising any points they desire in connection therewith, so that if possible the introduction may be made with the consent of all parties.
3. Should the deputation be unable at the interview to concur in the change, opportunity should be given for further local consultation when representatives of the Trade Unions concerned might be present.
4. It is not intended that the introduction of the change should be delayed until concurrence of the work-people is obtained. The change should be introduced after a reasonable time, and if the work-people or their representatives desire to bring forward any question relating thereto they should follow the procedure laid down in Part I. of the Act.
5. It is not desirable that formal announcement of the proposed change should be put on the notice board of the shop until intimation has been given as above to the men concerned or their Trade Union representative.

While this is so the Minister is of opinion that it will be consistent with prudence that every endeavour should be made by employers to secure the co-operation of their work-people in matters of this description.

Any difficulties experienced by either employers or work-people should be at once referred to the Ministry in order that an immediate endeavour may be made to find a satisfactory solution.

October, 1915.

Schedule II, paragraph 6, provides that any departure from normal working conditions should be recorded, and wherever any departure or change is made resulting from dilution of labour or otherwise involving the relaxation of

some pre-war practice or working condition, such as is covered by Section 4 (3) of the Munitions of War Act, 1915, and referred to in paragraphs 1 and 2 of the 2nd Schedule, a record should be made on the official form M.M. 56 and forwarded to the Chief Investigation Officer for the district.

The principles upon which Records should be made and the form in which they should be drawn are fully explained in memorandum M.M. 95. This memorandum and forms M.M. 56 can be obtained on application from the Ministry of Munitions, Labour Department, 6 Whitehall Gardens, London, S.W., or the Chief Investigation Officer.

II.—FEMALE LABOUR.

THE CONSOLIDATED WOMEN'S WAGES ORDER, DATED MAY 8, 1918, MADE BY THE MINISTER OF MUNITIONS IN PURSUANCE OF SECTION 6 OF THE MUNITIONS OF WAR (AMENDMENT) ACT, 1916 (5 & 6 GEO. 5, C. 99), AS AMENDED BY SECTION 4 OF THE MUNITIONS OF WAR ACT, 1917 (7 & 8 GEO. 5, C. 45)

Order No. 546,
8th May,
1918.

The Minister of Munitions in pursuance of Section 6 of the Munitions of War (Amendment) Act, 1916, as amended by Section 4 of the Munitions of War Act, 1917, and of all other powers enabling him in that behalf hereby orders and directs that the directions contained in the First Schedule hereto regarding the wages of female workers employed on munitions work shall take effect and be binding upon the owners of the establishments named in the Second Schedule hereto and any contractor or sub-contractor employing labour in any such establishment and the female workers to whom the directions relate

Dated this 8th day of May, 1918.

Winston S. Churchill.

Ministry of Munitions,
6 Whitehall Gardens,
London, S.W.1.

First Schedule.

DIRECTIONS RELATING TO THE REMUNERATION OF
WOMEN AND GIRLS FOR MUNITIONS WORK.

NOTE.—These directions are confined to the War period, and are subject to the observance of the provisions of Schedule II. of the Munitions of War Act, 1915.

PART I—WORK OF A CLASS WHICH PRIOR TO THE WAR WAS CUSTOMARILY DONE BY MEN IN DISTRICTS WHERE SUCH WORK WAS CARRIED ON.

Time Workers.

1. Women employed on work customarily done by men shall be paid not less than 6d per hour, with a minimum of 24s. per week. Where the working week is less than 48 hours, 24s. shall be paid for the working week and for additional hours up to 48.

2. Women employed on work of a class customarily done by semi-skilled men shall be paid according to the nature of the work and the ability of the women.

3. (a) Women employed on the work customarily done by fully-skilled tradesmen shall in all cases be paid as from commencement the time rates of the tradesmen whose work they undertake.

(b) A woman shall be considered as not employed on the work customarily done by fully-skilled tradesmen, but a part only thereof, if she does not do the customary setting up, or, when there is no setting up, if she requires skilled supervision to a degree beyond that customarily required

by fully-skilled tradesmen undertaking the work in question.

(c) Women who undertake part only of the work customarily done by fully-skilled tradesmen shall serve a probationary period of three months. The wages of such women for this period shall be reckoned as follows:—

They shall be rated for a period of four weeks at the time rate of wages to which they were entitled under these directions when employed on time, and from that rate shall then rise from the beginning of the fifth week until the end of the thirteenth week by equal weekly increases to the district time rate of the fully-skilled tradesman, and shall thereafter be rated at the district time rate of the tradesman whose work they are in part undertaking.

(d) In any case where it is established to the satisfaction of the Minister that additional cost is being incurred by extra setting up or skilled supervision due to the employment of women in place of fully-skilled tradesmen, the rates payable to women under these directions may, with the sanction of the Minister, be subject, for so long as such additional cost is incurred, to deductions not exceeding 10 per cent. to meet such additional cost. Provided that no woman shall in any case be paid at lower rates than those prescribed by paragraph 1 of these directions.

(e) No woman shall be called upon to serve more than one probationary period.

(f) Every woman who has served the probationary period shall receive from her employer a certificate to that effect.

(g) Any time immediately before the date on which these directions take effect during which a woman has been employed on part of the work customarily done by fully-skilled tradesmen shall be reckoned in diminution or extinction as the case may be of the probationary period prescribed by these directions.

4. Girls under 18 years of age employed as time workers on work customarily done by men shall be paid as follows:—

Working Week.	Age.			
	17 to 18 years.	16 to 17 years.	15 to 16 years.	Under 15 years.
	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
48 hours, - - -	20 0	18 0	16 0	14 0
49 hours, - - -	20 6	18 6	16 6	14 6
50 hours, - - -	21 0	19 0	17 0	15 0
51 hours, - - -	21 6	19 6	17 6	15 6
52 hours, - - -	22 0	20 0	18 0	16 0
53 hours, - - -	22 6	20 6	18 6	16 6
54 hours, - - -	23 0	21 0	19 0	17 0

and so on for working weeks in excess of 54 hours.

Where the working week is less than 48 hours the rate above prescribed for 48 hours shall be paid for the working week and for additional hours up to 48.

Workers on Systems of Payment by Results.

5. The principle upon which the following directions proceed is that, on systems of payment by results, equal payment shall be made to women as to the men for an equal amount of work done.

6. Women employed on piece-work shall be paid the piece-work prices customarily paid for the same or similar work when done by men.

7. Women employed on premium bonus system shall be allowed the time customarily allowed to men for the same or similar work, and their earnings shall be calculated on the basis time rate used in the case of men.

8. Where in the establishment in question there are no data from previous operations to enable the parties to arrive at a piece-work price or time allowance, the price or time allowance shall be so adjusted that a woman would receive the same percentage over the time rate of the class of men

customarily employed on the job as such man would have received had he undertaken the job on piece-work or premium bonus system as the case may be.

9. Girls under 18 years of age employed as piece-workers or premium bonus workers on work of a class customarily done by men shall be paid as follows:—

(a) In the case of piece-workers:—

17 to 18 years—the piece-work price paid or allowed for the same or similar work when customarily done by men, less 10 per cent.

16 to 17 years—Ditto, less 20 per cent.

Under 16 years—Ditto, less 30 per cent.

(b) In the case of premium bonus workers:—

17 to 18 years—the time allowed shall be that customarily allowed to men for the same or similar work, and the earnings of the girls shall be calculated on the basis of the man's time rate, less 10 per cent.

16 to 17 years—Ditto, less 20 per cent.

Under 16 years—Ditto, less 30 per cent.

PART II.—WORK OF A CLASS WHICH PRIOR TO THE WAR WAS NOT RECOGNISED AS MEN'S WORK IN DISTRICTS WHERE SUCH WORK WAS CARRIED ON

Time Workers.

10. Women and girls shall be paid as follows:—

	<i>Per Hour</i>
Women, 18 years and over, - - -	5½d.
Girls, 17 years and under 18, - - -	4½d.
Girls, 16 years and under 17, - - -	3½d.
Girls, 15 years and under 16, - - -	3d.
Girls, under 15 years, - - -	2½d.

11. In an establishment in which a custom prevailed prior to the war of differentiating between the rates of wages paid to women and girls employed in warehouses and those otherwise employed, an application may be made to the Minister of Munitions for special directions as to the rates of wages to be paid to women and girls employed in warehouses.

12. Women and girls may be rated at $\frac{1}{2}$ d. per hour less than their appropriate time rate under paragraph 10 for probationary periods not exceeding one month from the date when they are first employed, and no woman or girl shall be called upon to serve more than one probationary period.

Workers on Systems of Payment by Results.

13. Piece-work prices and premium bonus time allowances shall be such as to enable every woman or girl of ordinary ability in the establishment concerned to earn at least 25 per cent. over her time rate, except in the case of an establishment where an application that this provision should be dispensed with, either generally, or, as regards any particular class of workpeople, has been approved by the Minister of Munitions. Subject to compliance with the foregoing provisions of this paragraph, the earnings of women and girls for work done by them in any establishment at the date of this Order on premium bonus system shall in that establishment be calculated on the basis of the following time rates:—

	<i>Per Hour</i>
Workers, 18 years and over, - -	4 $\frac{3}{4}$ d.
Workers, 17 years and under 18, -	3 $\frac{3}{4}$ d.
Workers, 16 years and under 17, -	3d.
Workers, 15 years and under 16, -	2 $\frac{1}{2}$ d.
Workers, under 15 years, - -	2d.

PART III.—WOODWORK PROCESSES OTHER THAN FOR AIRCRAFT.

Time Workers.

14. Women and girls shall, for the first eight weeks, be paid as follows:—

	<i>Per Hour.</i>
Women, 18 years and over, - -	5d.
Girls, 17 years and under 18, - -	4d.
Girls, 16 years and under 17, - -	3d.
Girls, 15 years and under 16, - -	2½d.
Girls, under 15 years, - -	2d.

15. Women and girls shall, after eight weeks, be paid as follows:—

	<i>Per Hour.</i>
Women, 18 years and over, - -	6d.
Girls, 17 years and under 18, - -	5d.
Girls, 16 years and under 17, - -	4d.
Girls, 15 years and under 16, - -	3½d.
Girls, under 15 years, - -	3d.

16. Women and girls employed on machine woodwork processes shall, subject to the provisions of paragraphs 14, 15, and 31 be paid according to the nature of the work and their ability.

17. No girl under 18 years shall be employed on any machine process without the sanction of the Minister of Munitions

Workers on Systems of Payment by Results.

18. Piece-work prices and premium bonus time allowances shall be such as to enable every woman or girl of ordinary ability in the establishment concerned to earn at least 25 per cent. over her time rate.

Provided that women or girls employed on piecework or premium bonus system on work which in the establishment concerned was previously done by men on piecework or premium bonus system shall be paid according to the provisions of paragraphs 5, 6, 7, 8, and 9.

PART IV.—AIRCRAFT.

A. Woodwork Processes.

Time Workers.

19. Women and girls employed on woodwork processes for aircraft, other than machine processes, shall be paid according to the provisions of paras. 14 and 15

20. Women employed on machine woodwork processes for aircraft shall be paid as follows:—

Per Hour.

For the first four weeks of such employment, - 5½d.

For the second four weeks of such employment, - 6½d.

On completion of eight weeks of such employment, 7½d.

21. Women and girls employed as inspectors and gaugers on woodwork for aircraft shall, after eight weeks, be paid at the rate of ½d. per hour more than the rates mentioned in paragraph 15 hereof.

22. No girl under 18 years shall be employed on any machine process without the sanction of the Minister of Munitions.

23. Where the employment of girls under 18 on machine woodwork processes for aircraft has been sanctioned by the Minister of Munitions they shall be paid as follows, on commencement, and shall receive an increase of 1d. per hour after the first four weeks and an additional 1d. per hour on completion of 8 weeks of such employment:—

Per Hour

Girls, 17 years and under 18, - - 4½d

Girls, 16 years and under 17, - - 3½d.

Girls, 15 years and under 16, - - 3d

Girls, under 15 years, - - 2½d.

Workers on Systems of Payment by Results.

24. Piecework prices and premium bonus time allowances shall be such as to enable every woman or girl of ordinary

ability in the establishment concerned to earn at least 25 per cent. over her time rate.

Subject to compliance with the foregoing provisions of this paragraph the earnings of women and girls for work done in any establishment at the date of this Order on premium bonus system, shall, in that establishment, be calculated on the basis of the following time rates:—

	<i>Per Hour</i>
Workers, 18 years and over, - -	- 5¼d.
Workers, 17 years and under 18, -	- 4¼d.
Workers, 16 years and under 17, -	- 3½d.
Workers, 15 years and under 16, -	- 3d.
Workers, under 15 years, - - -	- 2½d.

Provided that women or girls employed on piecework or premium bonus system on work which in the establishment concerned was previously done by men on piecework or premium bonus system shall be paid according to the provisions of paragraphs 5, 6, 7, 8, and 9.

B. Sheet Metal Work for Aircraft.

(1) *Hand Processes*

Time Workers.

25. Women employed wholly or mainly on hand processes in the beating of metal to shape from the plain sheet, except the processes specified in paragraph 26 (a) and (b), shall be paid according to the provisions of paragraph 3.

26. Women and girls employed on—

- (a) the making of straight folds (whether beaded or not), straight bends and straight flanges;
- (b) the making of bends and flanges (if in one plane) on other than straight work;
- (c) hand processes other than the beating of metal to shape from the plain sheet,

shall be paid as follows:—

	<i>Per Hour.</i>
Women, 18 years and over, -	7d.
Girls, 17 years and under 18, -	6d.
Girls, 16 years and under 17, -	5d.
Girls, 15 years and under 16, -	4½d.
Girls under 15 years, -	4d.

The rates prescribed by this paragraph shall be subject to an increase of ½d. per hour after four weeks' experience and to an additional ½d. per hour after eight weeks' experience

Workers on Systems of Payment by Results.

27. Women and girls shall be paid according to the provisions of paragraphs 5, 6, 7, 8, and 9.

(ii) Machine Processes

28. Women and girls employed at time workers, or on systems of payment by results, on machine processes shall, subject to the provisions of paragraph 29, be paid according to the provisions of Part II. of these directions.

C. General Aircraft Work

29. Women employed as time workers on aircraft work in any establishment wholly or mainly engaged in the manufacture or repair of aircraft shall not in any case be paid a less rate than 6d. per hour after the first eight weeks.

PART V.—GENERAL PROVISIONS

30. The provisions of Parts I. and II. of these directions shall not apply to any of the work (other than General Aircraft Work) mentioned in Parts III and IV., except in so far as those provisions are specifically applied by Parts III. and IV.

31. Where special circumstances exist, women and girls may be paid in excess of the rates prescribed in these direc-

tions. In particular, and without prejudice to the foregoing provisions, they shall be so paid when they are employed—

- (a) in danger zones,
- (b) on work injurious to health,
- (c) on specially laborious or responsible work, or
- (d) on work requiring special ability.

Rates of wages in excess of the respective rates prescribed in these directions shall not be put into operation for any class of workers without the previous sanction of the Minister of Munitions

32. The same overtime, nightshift, Sunday and holiday allowances shall be paid to women and girls to whom Parts I., III., or IV. (except paragraph 28) of these directions apply as are paid to men employed on work of the same class. For this purpose the working week shall be the working week for women and girls in the establishment in question, but shall in no case be reckoned as less than 48 hours. Women and girls to whom Part II. of these directions applies shall be paid—

- (a) in accordance with the custom of the establishment;
- (b) where no such custom exists, in accordance with the custom prevailing in similar establishments or trades in the district;
- (c) where there are no similar establishments or trades in the district, then in accordance with the rates and conditions prevailing in the nearest district in which the general industrial conditions are similar;
- (d) where (a), (b), and (c) cannot be applied, such allowances shall be paid at such rates and on such conditions as the Minister of Munitions may direct.

33. Where women or girls are prevented from working owing to breakdown, air raids or other causes beyond their control and no custom exists in the establishment as to

payment in respect of time so lost in excess of what is hereby laid down they shall be paid for the time so lost at three-fourths of their time rate unless they are sent home.

34. Where women or girls are employed on systems of payment by results their time rates shall be guaranteed and paid irrespective of earnings. Debit balances shall not be carried forward from one week to another.

35. Women or girls shall not be put on systems of payment by results until sufficiently qualified. The period of qualification on shell work shall not exceed four weeks without the express sanction of the Minister of Munitions.

36. Piece-work prices and premium bonus time allowances, shall be fixed by mutual agreement in accordance with these directions between the employer and the worker or workers who perform the work.

37. Piece-work prices and premium bonus time allowances, after they have been established, shall not be altered unless the means or method of manufacture are changed.

38. These directions shall not operate to prejudice the existing remuneration of any person or persons.

39. All wages and balances shall be paid to women and girls through the Office.

40. For the purpose of these directions, the term "woman" or "women" means a woman or women of the age of 18 years or over, and the term "man" or "men" means a man or men of the age of 18 years and over.

41. In addition to the amounts payable to women or girls under any of the foregoing directions there shall be paid over and above those amounts to all women and girls whilst employed on munitions work, whether working on time or on a system of payment by results, an advance which in the case of women of 18 years of age and over shall be 6s. per full ordinary week, and in the case of girls under 18 years of age 3s. per full ordinary week.

This advance is to be taken into account in the calculation of payment for overtime, night-shift, Sunday, and holiday work, but is not otherwise to apply to or affect time rates, premium bonus rates, or piece-work prices, and is not to be taken into account as part of the time rates for the purpose of fixing new piece-work prices or premium bonus rates. This advance shall not apply in establishments where the payment of alternative war advances has been sanctioned by the Minister of Munitions.

42. These directions shall come into operation in each establishment named in the second schedule hereto as from the beginning of the first full pay occurring after either the receipt of the Order by the establishment or the 1st day of June, 1918, whichever may be the later.

43. Compliance with these directions shall exempt the owner of an establishment named in the second schedule hereto and any contractor or sub-contractor employing labour therein from the obligation to comply with any previous Order of the Minister of Munitions regarding the wages of female workers employed in that establishment on munitions work.

44. Any questions which arises as to the interpretation of these directions shall be determined by the Minister of Munitions.

The above Order 546 takes effect as from the beginning of the first full pay following the 15th July, 1918, or the date of the receipt of the Order, whichever is the later.

Order 743,
21st June,
1918.

A subsequent Order directs—

1 The earnings of all women and girls whilst employed on munitions work, whether working on time or on a system of payment by results, shall as from the beginning of the first full pay following September 1st, 1918, or the date of the receipt of this Order, whichever be the later, be advanced as follows:—

Order 1073,
28th August,
1918.

In the case of—

Women of 18 years of age and over 5s. per full ordinary week

Girls under 18 years of age 2s. 6d per full ordinary week

2. The amounts mentioned in paragraph 1 are to be taken into account in the calculation of payment for overtime, night shift, Sunday and holiday work, but they are not otherwise to apply to or affect time rates, premium bonus rates or piecework prices, and are not to be taken into account as part of the time rates for the purpose of fixing new piecework prices or premium bonus rates

3. These directions shall not apply in the case of women or girls with respect to whom a minimum rate has been fixed by a Trade Board under the Trade Boards Acts, 1909 and 1918, but in the event of a difference to which Part I of the Munitions of War Act, 1915, applies, arising or being apprehended between any such women or girls and any employer, nothing in this paragraph shall prevent such difference being reported to the Minister of Labour for settlement in accordance with the Provisions of Part I of the said Act.

APPENDIX VI.

ORDERS EXTENDING DEFINITION OF MUNITIONS WORK.

“ Munitions work ” is defined in section 9 (1) of the 1916 Act. It includes, *inter alia* (besides warships), “ classes of ships or vessels which may be certified by the Board of Trade to be necessary for the successful prosecution of the war.” Under this power the Board of Trade has certified certain classes of steamships.

1916 Act, s. 9
(1) (a)

13th May,
1916.

It includes also the manufacture or repair of materials (required for the use in the manufacture of articles enumerated in section 9 (1) (a)) “ of any class specified in an order made for the purpose by the Minister of Munitions.” Under this power the Minister has specified—

- | | |
|--|---------------------------------------|
| (1) Balloon fabric, constructional steel, fire-brick, glass for constructional purposes, glass for optical purposes, lead compounds, magnesite brick, materials required for or for use in the manufacture of explosives, silica brick, worked timber. | Order No. 107,
14th Feb.,
1916. |
| (2) Card clothing. | Order No. 314,
12th May,
1916 |
| (3) All materials wholly or partially manufactured from wool. | Order No 530,
27th July,
1916. |
| (4) Lime. | Order No. 855,
13th May,
1916. |
| (5) Shrunk dolomite | Order No 142,
29th Jan.,
1917. |
| (6) All materials wholly or partly manufactured from flax or jute. | Order No 282,
27th March,
1917. |

204 DEFINITION OF MUNITIONS WORK.

Order No. 317,
2nd April,
1917,

(7) Motor spirit, naphtha, paraffin burning oil, lubricating oil, gas intermediate and fuel oil, paraffin wax.

Order No. 526,
29th May,
1917. ~~1~~
~~4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100~~
Order No. 858
27th June,
1918

(8) Leather

(9) Flax.

13th May,
1916.

The definition of "munitions work" includes the construction, alteration, repair, or maintenance of docks and harbours and work in estuaries, where such work is certified by the Admiralty to be necessary for the successful prosecution of the war. Under this power the Admiralty have up to date certified dock repair and maintenance work at about forty docks and harbours over the country.

1916 Act, s. 9
(1) (d).

The definition of munitions work includes the supply of light, heat, water, or power, or the supply of tramways facilities, where the Minister of Munitions certifies that such supply is of importance for carrying on munitions work, and the erection of buildings, machinery, and plant required for such supply. Under this power the Minister has certified forty-six electricity undertakings in England and Wales, seven in Scotland, and one in Ireland; fourteen gas undertakings in England and Wales and 8 in Scotland; five water undertakings in England and Wales and five in Scotland; thirty-three tramway undertakings in England and Wales and four in Scotland, and the Army Council has certified the supply of light, heat, water, and power supplied for barracks or hutted camps.

13th May,
1916

Order 941,
16th Oct.,
1916.

1916 Act, s. 9,
(1) (e)

Munitions work includes the repair of fire engines and fire brigade appliances where the Minister of Munitions certifies that such repair is necessary in the national interest, but so far only one has been certified.

APPENDIX VII.

ABSTRACT OF ORDERING OF WORK REGULATIONS FOR CONTROLLED ESTABLISHMENTS

1. Owner of establishment to post Rules relating to order, discipline, time-keeping, and efficiency "conspicuously in his establishment." 1915 Act, s 4 (5).
Orders No. 106, 18th Feb., 1916; No. 127, s 9, 29th Feb., 1916.
2. Rules to be in scheduled form or other form approved by the Minister of Munitions
3. Workers to comply with Rules. Contravention may be prosecuted as a Munitions Act offence; but no proceedings to be taken for refusal to work on Sunday.
4. Proceedings before a munitions tribunal only to be taken for breach of Rules posted in accordance with Regulations; any other Rules to be so worded as to avoid possibility of confusion with Rules made under the Regulations.
5. Penalty for contravention of Regulations, fine not exceeding £3 for each offence. 1915 Act, s. 14 (d)
6. Rules posted by owner of establishment to be sent to Minister of Munitions. Order No 671, 8th July, 1915.
7. Penalty not to be imposed if munitions-tribunal is satisfied
 - (a) That the Rule is unreasonable; or
 - (b) That the worker had just cause for not complying with Rule.

SCHEDULED RULES.

1. Posting of Rules in establishment is notice of their contents to employees.

2. Employees, whether on time, piece, or otherwise, to attend regularly and work diligently during ordinary working hours, and a reasonable amount of overtime if required, unless they have obtained leave of absence, or are prevented by sickness or some other unavoidable cause, *which must be immediately reported*.

3 No employee to insist, or attempt to insist, on observance by himself or any other employee of any rule, practice, or custom tending to restrict the rate of production on any class of work, or to limit the employment of any class of person, or otherwise tending to restrict production or employment.

4. No employee shall—

- (a) Be worse of drink, or bring drink into the establishment.
- (b) Refuse or neglect to obey lawful orders of any person having authority over him.
- (c) Create or take part in disturbance or use abusive language or interfere with or annoy other employees.
- (d) Tear down or deface posted Rules or notices.

Special for H.M. Explosives Factories—

- (e) Have in his possession any lucifer match or any apparatus of any kind for producing a light or spark or any cigar, cigarette, pipe, or contrivance for smoking.

ORDERING OF WORK REGULATIONS. 207

- (f) Take away from the establishment (whether temporarily or otherwise) without special permission any overalls, boots, shoes, caps, gloves, masks, or other articles of factory clothing provided for use within the establishment.

Special for Admiralty Controlled Establishments—

Playing cards, or gambling

Order No $\frac{812}{a. 28}$
29th July,
1918.

4A. Holidays or rest days ordered by Minister of Munitions to be observed

Orders No.
662, 663, 664,
25th Sept.,
1916.

5. These Rules not to affect other shop rules made by owner of establishment or his power to impose fines for breach of such Rules (subject to Truck Acts) But no fine to be imposed under such other Rules for any offence which has been brought before a munitions tribunal.

APPENDIX VIII.

FORM OF MEDICAL CERTIFICATE

Cir. L. 89,
April, 1917.

RECOMMENDED BY MINISTER OF MUNITIONS.

A. I hereby certify that I have this day/on
examined [*name, sex, address*], who in my opinion is rendered unfit to follow his/her usual occupation by reason of [*describe illness*].

- e.g.* (1) Respiratory (bronchitis, consumption).
(2) Digestive (dypepsia, gastric, ulcer).
(3) Circulatory (functional or structural anæmia).
(4) Nervous (fatigue, local or general nervous disorders).
(5) Senses (eye strain, ear disease).
(6) Other conditions (infectious diseases, rheumatism, general diseases)

B. Is immediate rest from work absolute necessary?

C. Absence from work is/is not likely to be necessary for longer than

Signature

Qualifications

Address

Date

APPENDIX IX.

WAR MUNITIONS VOLUNTEERS.

NOTES FOR THE GUIDANCE OF EMPLOYERS TO WHOSE ESTABLISH-
MENT WAR MUNITIONS VOLUNTEERS ARE ASSIGNED BY
DIRECTION OF THE MINISTRY OF MUNITIONS.

W.M.V. 40.
(Revised
Sept., 1917),

I.

GENERAL.

1. War Munitions Volunteers are workmen in certain occupations who have entered into an agreement with the Minister of Munitions to accept employment on making Munitions of War in such controlled establishments as may be named by the Minister, and to remain in such employment during the War for so long as is required—either for a period “not exceeding six months in all” or for an unlimited period—subject to certain conditions as regards rate of wages and allowances.

2. Failure on the part of a War Munitions Volunteer to carry out his undertaking is an offence under Section 6 (1) of the Munitions of War Act, 1915.

3. The terms of the undertaking signed by War Munitions Volunteers are set out on page 7 of this Memorandum.

P. 222.

The undertaking entitles a Volunteer to a guaranteed rate of wages and also to certain allowances. The rate of wages guaranteed is the rate of wages of the district to which the Volunteer is transferred or the rate the Volunteer was receiving before enrolment, whichever rate is the higher. *The allowances, together with the sum necessary to make up the deficiency (if any) due to the difference between the “district rate” and the “enrolment rate,” must be paid by the employer with the Volunteer’s wages but are recover-*

212 WAR MUNITIONS VOLUNTEERS

able by the employer from the Ministry of Munitions. It is suggested that payments to Volunteers in respect of difference in rates of wages or allowances should be made separately from other payments.

4. A Volunteer will be considered to have entered the firm's employment from the moment he commences to travel, and should accordingly receive from the firm a full day's pay for the day on which he travels to the job, provided he reports himself to an official of the firm, and holds himself at the disposal of the employer, to work for such part of the day as remains after he has secured lodgings. Amounts so paid to workmen cannot be refunded by the Ministry

5. If any Volunteer who is transferred to an employer presents himself for work and is not immediately started, it will be necessary for the employer to pay him for any time lost. Such payments are not recoverable from the Ministry.

II.

PROCEDURE FOR OBTAINING THE SERVICES OF WAR MUNITIONS VOLUNTEERS, AND AS TO THEIR ENTERING EMPLOYMENT.

6. Application for the services of War Munitions Volunteers should be made to the nearest Employment Exchange. (Form of Application W.M V 19.)

7. As soon as Volunteers are available the Employment Exchange will submit their names to the intending employer on Form W.M V.3A. The employer is required to sign on this form an undertaking to carry out the conditions under which War Munitions Volunteers can be employed, in respect of those whom he desires to engage.

8. As soon as a War Munitions Volunteer has been instructed to take up employment with a particular firm the employer will be so informed by the Employment Exchange on Form W.M.V.5, with which will be sent Forms W.M.V.5A.

and W.M.V.36A. As soon as the workman starts employment, the date of starting must be filled in by the employer on the Form W.M.V.5A., and the form returned by the employer *to the Manager of the nearest Employment Exchange.*

9. The Volunteer will bring with him a Form W.M.V.17A., on which he can claim any allowances or difference in rate of wages to which he considers he is entitled under the terms of his enrolment. This form after completion by the Volunteer should be checked as far as practicable by the employer and be returned together with Form W M V.36A. by the employer to the Ministry of Munitions. The allowances which are authorised by Form W.M V.17A. should at once be paid by the employer to the workman. Any difference in rate of wages to which the Volunteer is entitled by the terms of his undertaking will be communicated as soon as possible to the employer by the Ministry on Form W.M.V.23

10. Claims for the repayment by the Ministry of authorised allowances and authorised differences in rates of wages should be made by the employer on Form Accounts W.M V No. 51.

11. An account of payment for allowances and of authorised differences in rates of wages should be made by the employer up to the end of each pay day, and be forwarded to the Ministry of Munitions, as soon as possible thereafter, on Form Accounts W.M.V. No 51. Only the sums authorised by the Ministry may be claimed. Repayments by the Ministry will, as a rule, be made monthly.

12. The books and accounts of the employers are to be made available at all reasonable times for the purpose of the verification of the accounts by duly authorised representatives of the Ministry of Munitions.

13. Contravention of or failure to comply with an undertaking made by an employer as to the class or description of work on which or in connection with which a War Muni-

214 WAR MUNITIONS VOLUNTEERS.

tions Volunteer assigned to him is to be employed is an offence under Section 4 of the Munitions of War (Amendment) Act, 1916.

III.

DISMISSAL AND TRANSFER.

14. An employer who desires to dispense with the services of a War Munitions Volunteer for any reason should notify the local Employment Exchange on Form W.M.V.5B. As long a notice as possible should be given in order that the Exchange may take steps to arrange for the transfer of the Volunteer to another establishment, or find other employment for him. If it is necessary for an employer at any time to dispense with the services of the Volunteer before his transfer to another establishment can be effected the employer, after giving the Volunteer at least such notice as is required under Section 5 (3) of the Munitions of War (Amendment) Act, 1916, should notify the Employment Exchange on Form W.M.V.5B, and should give the Volunteer a Leaving Certificate, and instruct him to report at once to the Exchange, where he can obtain, if necessary, a Railway Warrant to take him to his home. Form W.M.V.5B. should be completed by the employer, in *every* case, even where the Volunteer has been released at his own request, *e.g.*, on account of illness.

15. A War Munitions Volunteer is liable to be transferred to the employment of any other firm of employers at any time that the Ministry of Munitions think fit. Notice of intention to transfer will be given to an employer by the Ministry of Munitions, or by the Employment Exchange acting on behalf of the Ministry.

IV.

WORKING CONDITIONS.

16. A War Munitions Volunteer is subject to the ordinary working conditions prevailing in the establishment to which

he has been sent by authority of the Ministry of Munitions. Questions of irregular timekeeping, discipline, &c., can be dealt with by the firm in exactly the same manner as in the case of other employees.

V.

ABSENCE FROM WORK WITHOUT REASONABLE CAUSE.

17. In any case in which a War Munitions Volunteer is absent from his work, and an employer has satisfied himself, as far as practicable, that there is no good and sufficient reason for such absence, the employer should at once report the circumstances to the nearest Employment Exchange, on Form W.M.V 5C.

VI.

FORMS.

18. Forms W.M.V.19, 5B, 5C. can be obtained by an employer on application to the nearest Employment Exchange. Form Accounts W.M.V No. 51 can be obtained on application to the Secretary, Ministry of Munitions, 6 Whitehall Gardens, London, S.W.1.

NOTE.—It should be clearly understood that the whole of the foregoing particulars relate only to workmen who have actually been instructed by an Employment Exchange, on behalf of the Ministry of Munitions, to take up work as *War Munitions Volunteers* at a particular establishment; and the fact that a workman is a War Munitions Volunteer does not in itself prevent his being engaged by any firm as an ordinary workman through the ordinary Employment Exchange channels or otherwise. Workmen so engaged are not entitled to any guaranteed rate of wages or allowances, and are exactly on the same footing as any other workmen who are not War Munitions Volunteers with regard to Leaving Certificates.

VII.

INSTRUCTIONS AS TO CALCULATION OF RATES OF WAGES.

TIME WORK.

19.—(1) (*Transfer from piece-work to time-work, see paragraph 20 (2) below.*)

(2) (*Transfer from premium bonus to time-work, see paragraph 21 (2) below.*)

(3) (*Transfer from time rate plus collective output bonus to time-work, see paragraph 22 (2) below.*)

PIECE-WORK.

20.—(1) Where a Volunteer who was paid at a time rate on enrolment is transferred to employment upon piece-work he should be paid at the piece-work rates for his class of work current in the establishment to which he is transferred, but should his wages for any week of the full working hours, exclusive of payment for overtime, fall below his rate upon enrolment, the difference, which will be recoverable by the new employer from the Ministry, should be made up to him;

e.g. A Volunteer with an enrolment rate of 40s. per week is transferred to piece-work in an establishment where the normal working hours are 48 per week. If the Volunteer should make in the full week of 48 hours only 35s. at the piece-work rates for the work upon which he is employed, the difference of 5s. which will be recoverable by the new employer from the Ministry should be made up to him.

(2) Where a Volunteer who was employed upon piece-work on enrolment is transferred to time-work, his average hourly earnings, excluding payment for overtime, for the last 8 weeks or at the least the last 4 full weeks of his previous employment will be ascertained, and this average hourly earning will be taken as his time rate in the establishment to which he is transferred.

e.g. A Volunteer whose earnings, exclusive of payment for overtime, were 70s., 75s., 71s., and 72s. respectively for the last 4 weeks of 54 working hours each prior to enrolment should be paid on being transferred to time-work rated at 1s. an hour, at the rate of $7\frac{1}{4}$ of a shilling, *i.e.*, 1s. 4d. an hour.

PREMIUM BONUS.

21.—(1) Where a Volunteer, who was paid on a time rate at the date of his enrolment, is transferred to employment upon premium bonus, his payment should be calculated on the time rate of the establishment to which he has been transferred, or on that which he was receiving at the date of his enrolment, whichever is the higher.

e.g. A Volunteer, with an enrolment time rate of 1s. an hour, on being transferred to employment on premium bonus in an establishment, where the rate is 10d. per hour, should be paid at the rate of 1s. an hour, and his premium bonus earnings should be based on that rate.

(2) Where a Volunteer who was employed on enrolment upon premium bonus or piece-work calculated upon time rate is transferred to time-work he should be paid as in the example given in paragraph 20 (2) above

COLLECTIVE OUTPUT BONUS.

22.—(1) Where a Volunteer, who was employed on a time rate at the date of his enrolment, is transferred to employment at a time rate in addition to which a Collective Output Bonus is paid, he should be paid at the rate of the establishment to which he is transferred, but if his wages in any week of the full working hours, exclusive of payment for overtime but inclusive of his share of the Collective Output Bonus, do not amount to his rate on enrolment, the difference, which will be recoverable by the new employer from the Ministry, should be made up to him.

e.g. Should a Volunteer who on enrolment was employed on time work at a rate of 54s. per week be transferred to an establishment where in addition to a

218 WAR MUNITIONS VOLUNTEERS.

time rate of 45s. a week a Collective Output Bonus is paid, which for the first week of his new employment worked out at 10s. per man and for the second week at 8s. per man, the Volunteer would not be entitled to any extra payment in respect of the first week, but for the second week he should be paid in addition the sum of 1s. to make his wages up to his enrolment rate of 54s. per week.

(2) Where a Volunteer who on enrolment shared in the payment of a Collective Output Bonus is transferred to time-work he should be paid as in the example given in paragraph 20 (2) above.

TRANSFER FROM EMPLOYMENT OTHER THAN TIME-WORK TO PIECE-WORK, PREMIUM BONUS, OR TIME RATE NORMALLY INCREASED BY COLLECTIVE OUTPUT BONUS.

23. If an equitable settlement cannot be effected by a comparison of the time rate for the class of work upon which the Volunteer was employed on enrolment with the time rate for his class of work in the establishment to which he is transferred, his new employers will be instructed to increase his wages at their rates in the proportion which his former rate of earnings bears to the rate of earnings which such a workman should normally make on the work to which he has been transferred, exclusive of payment for overtime.

e.g. Should a Volunteer who was earning 1s. 3d. an hour on premium bonus at enrolment be transferred to work on which the average workman is unable to earn more than 1s. an hour, his new employers will be instructed to increase his piece-work earnings in the ratio of 5 to 4. The difference between what the Volunteer is so paid and what he would normally receive will be recoverable by his employers from the Ministry.

WAR BONUS, GOOD TIMEKEEPING BONUS, &c.

24.—(1) Any bonus to which a Volunteer was entitled in the ordinary course of his enrolment employment, or which is normally paid to workmen employed on the same class of

work in the establishment to which he is transferred, must be taken into account by the Ministry in assessing the Volunteer's rate.

e g A Volunteer who, on enrolment, received a War Bonus of 3s. per week and a good timekeeping bonus of 5s per week, in addition to a time rate of wages of 40s. per week, would, on transfer to an establishment where his class of work is rated at 45s. per week, be entitled to 48s. per week as his new time rate. The difference between this rate and the rate of 45s per week, namely, 3s. per week, would be recoverable by the employer from this Department. On the other hand, should the Volunteer, on enrolment, have been in receipt of a time rate of 45s. per week, and have been transferred to an establishment where the rate of wages for his class of work was 40s. per week, and where, in addition, a weekly War Bonus of 3s. and a good timekeeping bonus of 5s were paid, he would not be entitled to any additional payment in respect of wages.

(2) No bonus which is dependent upon length of service will be taken into account in assessing rates, nor any bonus which is conditional on overtime being worked

ADVANCE IN VOLUNTEER'S RATE BETWEEN DATE OF ENROLMENT AND DATE OF TRANSFER

25. Where a Volunteer was receiving at the date of his first transfer a higher rate of wages than that at which he was being paid at the date of his enrolment, this higher rate will be taken as his enrolment rate for the purpose of establishing the rate at which he is entitled to be paid.

OVERTIME AND NIGHT-SHIFTS

26. A Volunteer should be paid for night-shifts and overtime on the basis of the rate at which he ought to be paid for the ordinary day-shift, but subject to the proportionate increase for night-shifts and overtime and to the other conditions prevailing in the district to which he has been transferred.

220 WAR MUNITIONS VOLUNTEERS.

VIII.

REGULATIONS CONCERNING PAYMENT OF SUBSISTENCE ALLOWANCE TO WAR MUNITIONS VOLUNTEERS.

27.—(1) A Volunteer is entitled to subsistence allowance if he proves that he has dependents in the British Isles from whom he is obliged to be separated, owing to his transfer by direction of the Minister, and that he is still contributing to the upkeep of the home which he shared with them up to the date of his transfer

(2) A Volunteer only partially responsible for the maintenance of dependents may be granted subsistence allowance at a reduced rate to be fixed by the Ministry.

(3) The employer is authorised at once to pay the Volunteer the subsistence or travelling allowances claimed by him on Form W.M.V.17A., provided that the claim is properly certified, and also that the Form bears the signature of an Officer of an Employment Exchange.

(4) The employer should obtain at least every three months a signed statement from the Volunteer to the effect that he is still contributing to the upkeep of his home, and that his dependents have not moved to live with him.

These signed statements should be retained by the employer for inspection if necessary. If the Volunteer refuses for any reason to sign the statement, subsistence allowance should be withheld and the Ministry of Munitions notified.

PAYMENT OF SUBSISTENCE ALLOWANCE DURING PERIODS OF ABSENCE NOT OCCASIONED BY ILLNESS.

28.—(1) A Volunteer should receive subsistence allowance during the period of general holiday at the establishment to which he has been assigned, provided that he remains in his lodgings. If he is absent from his lodgings during the period he should be refunded only whatever fee he may have to pay for their retention in his absence, not exceeding one shilling a day.

(2) No subsistence allowance should be paid to a Volunteer in respect of any day upon which he is absent from work without good reason or his employer's permission. If he is so away for half a day he should forfeit one whole day's subsistence allowance.

(3) Where a Volunteer goes away for the week-end he should be paid the full subsistence allowance, provided that he works on Saturday and returns to work on Monday morning. Should he not return to work till Monday afternoon or Tuesday morning he should forfeit one day's subsistence allowance, but should receive the allowance for Saturday and Sunday.

PAYMENT OF SUBSISTENCE ALLOWANCE DURING PERIODS OF ILLNESS.

29.—(1) A Volunteer living in lodgings who may, owing to illness, be unable to work, will either return to his home or remain in his lodgings according as circumstances appear to demand, having regard to—

- (A) His physical condition; and
- (B) The necessity for avoiding unreasonable charges upon the Department in respect of his return railway fare to his home or subsistence allowances during the period of his illness.

Generally speaking the Department will be prepared either to pay subsistence allowance or to grant a Volunteer free railway warrants for his return journey home, whichever charge is the less. In any case in which railway warrants are required, the Volunteer should be referred to the Local Employment Exchange on the matter. If it is necessary for him to retain his lodgings during his absence on account of illness, the necessary retention fee not exceeding 1s per day may be paid to him. As a general rule, however, he should give up his lodgings.

(2) As regards any brief period of illness, the Department leave it to an employer's discretion whether the production of a medical certificate is necessary, but as far as the

222 WAR MUNITIONS VOLUNTEERS.

Department are concerned they will offer no objection to the payment of subsistence allowance in any case in which an employer is satisfied, without the production of a medical certificate, that the Volunteer's absence was in fact due to illness.

VISITS OF DEPENDENTS TO WAR MUNITIONS VOLUNTEERS.

30. The Ministry will raise no objection, so far as payment of subsistence allowance is concerned, to the dependent of a Volunteer paying him a few days' visit.

TERMS OF AGREEMENT W M V I REFERRED TO IN PARAGRAPH 3

In accordance with arrangements which have been made with the Minister of Munitions by the National Advisory Committee acting on behalf of the Trade Unions, I undertake with the Minister of Munitions to accept employment on making munitions of war in such controlled establishments as may be named by him, and to remain in such employment during the war for so long as required, subject to the conditions set out on this form

- 1 The rate of wages paid will be that of the district to which the workman is transferred, provided that if in any case the workman proves that this is less than the rate he was receiving before enrolment, he shall be entitled to receive such higher rate
- 2 The workman will receive over and above his wages the following allowances —
 - (a) If brought from a distance beyond that which he can reasonably travel daily, railway fare at the commencement and completion of the work for which transferred; and, where necessary, subsistence allowance at the rate of 2s 6d per day for seven days per week. It is clearly understood that the subsistence allowance is not intended to enable any workmen to make a pecuniary profit.
 - (b) If within daily travelling distance (exceeding half-an-hour each way) the value of workman's tickets and one hour's travelling time per day at the rate of time and a-half
 - (c) If within daily travelling distance (not exceeding half-an-hour) the cost of workman's tickets.

Subsistence and travelling allowances will be paid by the firm employing the workman, with the wages.

- 3 Any workman transferred from employment under this undertaking shall, if found suitable, be guaranteed employment during the war for a period not exceeding six months.

I agree that any breach of this undertaking may be dealt with by a Munitions Court, consisting of a Chairman appointed by the Minister of Munitions, with Assessors equally representing employers and workmen, which may, if it thinks fit, impose a fine not exceeding £3

APPENDIX X.

ARMY RESERVE MUNITIONS WORKERS

NOTES FOR THE GUIDANCE OF EMPLOYERS TO WHOSE EMPLOY-
MENT ARMY RESERVE MUNITIONS WORKERS ARE ASSIGNED
BY DIRECTION OF THE MINISTER OF MUNITIONS.

A.R.M.W. 40
(Revised Jan.,
1918).

I.

GENERAL.

1. Army Reserve Munitions Workers are men who have either been relegated to the Army Reserve or have been discharged from the Colours, and who have entered into a formal agreement to undertake work for War purposes in the employment of any firm of employers which may be named by the Minister of Munitions, and to remain in such employment during the War for so long as is required by the Minister in accordance with certain specified conditions.

2. The terms of the agreements signed by these men are set out on page 7 of this Memorandum. The agreement, P. 236. A.R.M.W.1. therein set out, is applicable to men who are skilled in munitions work, whilst the agreement A R.M.W.2 is applicable to men skilled in other trades and also to unskilled men (see Form A.R.M.W.33. revised January, 1918).

3 The agreements signed by these men entitle them to a minimum rate of wages—10d. per hour in the case of

226 ARMY RESERVE MUNITIONS WORKERS.

agreement A.R.M.W.1, and 7d. per hour in the case of agreement A R M.W 2 (see Sect. VII. below)—and also to certain special allowances. *These allowances are recoverable by the employer from the Ministry of Munitions, together with the sum necessary to make up the deficiency if—*

- (a) *the standard rate of the district (A.R.M.W.1), or*
- (b) *that rate current at the job (A.R.M.W.2),*

are less than the guaranteed minimum rate of 10d. per hour and 7d. per hour respectively.

4. Army Reserve Munitions workers who have been assigned to the employment of any firm of employers by direction of the Minister of Munitions, will, if still in the Army Reserve, be liable to return to Military Service at any time that they cease to be employed by any firm named by the Minister of Munitions, or may be ordered to report themselves for service with the Colours at any time that the competent Military Authority thinks fit. Army Reserve Munitions Workers will work as civilians, and will receive no pay or other allowances from Army funds, and will not wear uniform. They will be subject to the ordinary working conditions prevailing in the establishment of the firm of employers to which they are assigned by direction of the Minister of Munitions.

5. Except in a case in which a Worker is transferred direct from the Colours he will be considered to have entered the firm's employment from the moment he commences to travel, and should accordingly receive from the firm a full day's pay for the day on which he travels to the job, provided he reports himself to an official of the firm, and holds himself at the disposal of the employer, to work for such part of the day as remains after he has secured lodgings. Amounts so paid to Workers cannot be refunded by the Ministry. A Worker transferred direct from the Colours will be considered to have entered the firm's employment from the date on which he starts work with the firm to whose employment he is assigned.

6. An employer who desires to dispense with the services of an Army Reserve Munitions Worker must (*except in the case of insubordination, or release on account of ill-health or physical unfitness, when the nearest Employment Exchange must at once be notified*) give at least three weeks' notice to the nearest Employment Exchange, together with a statement of the ground for giving such notice (on Form A.R.M.W.5B).

7. An employer should in any case in which an Army Reserve Munitions Worker applies for, *and the employer is willing to grant him*, permission to leave, so inform the nearest Employment Exchange at the earliest possible moment, in order that the Exchange may take any action which may be necessary on behalf of the Ministry. Form A.R.M.W.5B should be used by an employer for this purpose. Form A.R.M.W.5D will no longer be required.

8. In any case where an Army Reserve Munitions Worker applies for permission to leave on the ground of ill-health or physical unfitness and the employer is satisfied that the case is genuine, the employer should at once notify the nearest Employment Exchange on Form A.R.M.W.5B—which should be adapted for the purpose—and instruct the Worker to report to the Exchange. The Worker will receive from the Employment Exchange a Railway Warrant, if necessary, to take him to his home.

9. The fact that an Army Reserve Munitions Worker is discharged from the Colours does not, in itself, release him from his undertaking to work on Munitions at any establishment which may be named by the Minister of Munitions, and for as long as may be required. An Army Reserve Munitions Worker who receives his discharge from the Colours and desires, on that account, to be released from his undertaking should be referred direct to the Ministry. An employer, unless and until he is informed by the Ministry that the Workers' enrolment has been cancelled, should continue to regard him in all respects as an Army Reserve Munitions Worker, including the continued payment to him of any authorised allowances or differences in rates of wages.

228 ARMY RESERVE MUNITIONS WORKERS.

TREATMENT OF ARMY RESERVE MUNITIONS WORKERS WHO ARE UNABLE TO WORK OWING TO ILLNESS, WHICH THEY CLAIM IS ATTRIBUTABLE TO SERVICE WITH THE COLOURS.

10. If an Army Reserve Munitions Worker, who has been assigned to a firm, is unable to work owing to illness which he claims is attributable to, or has been aggravated by Military Service, he or his employer on his behalf, should report the circumstances to a Military Officer or to the nearest Military Hospital. The Officer in Charge of the nearest Military Hospital will at once arrange for his medical examination solely in order to determine whether the workman's disability is attributable to, or aggravated by Military Service.

If the Officer in Charge considers this to be the case arrangements will at once be made by him for the Worker to be re-transferred to the Colours, and brought provisionally on to Army Pay and Allowances pending a final decision in his case. If it is finally determined that his illness is attributable to or has been aggravated by Military Service he will be admitted to a Military Hospital and will draw Army Pay and Separation Allowances while there.

II.

PROCEDURE AS TO OBTAINING THE SERVICES OF ARMY RESERVE MUNITIONS WORKERS AND AS TO THEIR ENTERING EMPLOYMENT.

11. All applications from employers for the services of Army Reserve Munitions Workers must be made by the employer to the nearest Employment Exchange. Before any application for the employment of Army Reserve Munitions Workers can be considered, the intending employer must sign an undertaking (Form A.R.M.W.3A) agreeing to carry out the conditions under which Army Reserve Munitions Workers can be employed.

12. So soon as an Army Reserve Munitions Worker is in-

structed to take up employment with a particular firm, the employer will be so informed by the Employment Exchange on Form A.R.M.W.5, with which will be sent Forms A.R.M.W.5A and A.R.M.W.36A. As soon as the workman starts employment, the date of starting must be filled in by the employer on the Form A.R.M.W.5A, and the form returned by the employer to the Manager of the Employment Exchange stated.

13. Normally the Worker will bring with him a Form A.R.M.W.17A on which he can claim any allowances or difference in rate of wages to which he considers he is entitled in accordance with the terms of his undertaking. This form, after completion by the Worker should be checked as far as possible by the employer and be returned, together with Form A.R.M.W.36A, by the employer to the Ministry of Munitions. The allowances which are authorised by Form A.R.M.W.17A should at once be paid by the employer to the Worker. A statement as to any difference in rate of wages to which the Worker is entitled by the terms of his undertaking, will be communicated as soon as possible to the employer by the Ministry, on Form A.R.M.W.23.

14. Claims for the repayment by the Ministry of authorised allowances and authorised differences in rates of wages should be made by the employer on Form Accounts A.R.M.W. No 51.

15. An account of payment for allowances and of authorised differences in rates of wages should be made by the employer up to the end of each pay day, and be forwarded to the Ministry of Munitions, as soon as possible thereafter, on Form Accounts A.R.M.W. No 51. Only the sums authorised by the Ministry may be claimed. Repayment by the Ministry will, as a rule, be made monthly.

16. The books and accounts of the employers are to be made available at all reasonable times for the purpose of the verification of the accounts by duly authorised representatives of the Minister of Munitions.

III.

DISMISSAL AND TRANSFER.

17. Particular attention is drawn to paragraphs 6, 7, 8, and 9 of this Memorandum as to the requirement of at least three weeks' notice, except in the cases therein mentioned. Notice of intending dismissal, or of release, must in every case be given by the employer on Form A.R.M.W 5B to the nearest Employment Exchange.

18. An Army Reserve Munitions Worker is liable to be transferred to the employment of any other firm of employers at any time that the Ministry of Munitions thinks fit. Notice of intention to transfer an Army Reserve Munitions Worker will be given by the Ministry of Munitions, or by the Employment Exchange acting on behalf of the Ministry, to an employer on Form A.R.M.W.9.

IV.

WORKING CONDITIONS

19. An Army Reserve Munitions Worker is subject to the ordinary working conditions prevailing in the establishment of the firm of employers to which he has been sent by authority of the Ministry of Munitions. Questions of irregular timekeeping, discipline, &c, can be dealt with by the firm in exactly the same manner as in the case of other employees.

V.

ABSENCE FROM WORK WITHOUT REASONABLE
CAUSE

20. In any case in which an Army Reserve Munitions Worker is absent from his work *and the employer has satisfied himself*, as far as practicable, that there is no good and sufficient reason for such absence, the employer should at once report the circumstances to the nearest Employment Exchange on Form A.R.M.W.5c.

VI.

FORMS

21. Forms A.R.M.W.3A, 5B, or 5C can be obtained by an employer on application to the nearest Employment Exchange. Form Accounts A.R.M.W. No. 51 can be obtained on application to The Secretary, Ministry of Munitions, 6 Whitehall Gardens, London, S.W.1.

VII.

INSTRUCTIONS AS TO CALCULATION OF RATES OF PAYMENT OF ARMY RESERVE MUNITIONS WORKERS.

22 TIME RATE.

An Army Reserve Munitions Worker who signed Form A.R.M.W.1 on enrolment should on transfer be paid at the rate of 10d. per hour, inclusive of any such bonus as is mentioned in par. 25 (i) below, in the establishment to which he is assigned, or at the standard rate of wages for his class of work for the district in which that establishment is situated, whichever rate is the higher.

An Army Reserve Munitions Worker who signed Form A.R.M.W.2 on enrolment should be paid at the rate of 7d. per hour, inclusive of any such bonus as is mentioned in par. 25 (i) below, or at the rate current at the job upon which he is employed in the establishment to which he is assigned, whichever rate is the higher

23. PIECE-WORK.

- (i) PIECE-WORK PAID INDEPENDENTLY OF TIME RATES, *i.e.*,
AT PIECE PRICES PER JOB

Where an Army Reserve Munitions Worker is employed in the establishment to which he is transferred wholly upon piece-work, for which he is paid at piece prices per job he

232 ARMY RESERVE MUNITIONS WORKERS.

should be paid at the piece-work rates current for his class of work in that establishment, but should his hourly earnings, exclusive of payment for overtime, fall below his enrolment rate, the difference, which will be recoverable by the employer from the Ministry, should be made up to him.

(ii) PREMIUM BONUS ON PIECE-WORK FOR WHICH PAYMENT IS MADE ON THE BASIS OF TIME SAVED ON SPECIFIED JOBS.

Where an Army Reserve Munitions Worker is employed in the establishment to which he is transferred on work as above-mentioned, his earnings should be calculated on the current time rate for his class of work or upon his enrolment rate, whichever is the higher.

Should the amount of the workman's earnings, based on his enrolment rate be greater than the amount which he would earn were payment for such piece-work or premium bonus based on the rate current in the establishment to which he is transferred, the difference which will be recoverable by the employer from the Ministry, should be made up to him.

(iii) PARTIAL PIECE-WORK.

Where an Army Reserve Munitions Worker is sometimes employed upon piece-work and sometimes upon time-work in the establishment to which he is transferred, he should be paid when upon time-work in accordance with the terms of paragraph (22) above, and when upon piece-work according to sub-sections (i) and (ii) above.

(iv) TONNAGE RATE.

Where an Army Reserve Munitions Worker is paid at a tonnage rate in the establishment to which he is transferred he should receive the rate current in that establishment for his class of work, but should his hourly earnings, exclusive of payment for overtime, fall below his enrolment rate, the difference, which will be recoverable by the employer from the Ministry, should be made up to him.

24. COLLECTIVE OUTPUT BONUS.

Where an Army Reserve Munitions Worker is transferred to employment at a time rate in addition to which a Collective Output Bonus is granted, he should be paid at the rate of the establishment to which he is transferred, but if his hourly earnings, exclusive of payment for overtime, but inclusive of his share of the Collective Output Bonus, do not amount to his enrolment rate, the difference, which will be recoverable by the employer from the Ministry, should be made up to him.

25. WAR BONUS, GOOD TIMEKEEPING BONUS, &c.

(i) Any bonus, which is normally paid to workmen in the ordinary course of their employment who are engaged on the class of work to which an Army Reserve Munitions Worker is transferred, must be taken into account by the Ministry in assessing the Worker's rate.

(ii) No bonus which is dependent on length of service or which is conditional upon overtime being worked will be taken into account in assessing an Army Reserve Munitions Worker's rate.

26. OVERTIME and NIGHT-SHIFT

An Army Reserve Munitions Worker should be paid for night-shifts and overtime on the basis of the rate at which he ought to be paid for ordinary time but subject to the proportionate increase for night-shift and overtime, and to the other conditions prevailing in the establishment to which he has been transferred.

VIII.

REGULATIONS CONCERNING PAYMENT OF SUBSISTENCE ALLOWANCE.

27. An Army Reserve Munitions Worker is entitled to subsistence allowance at the rate of 2s. 6d. per day if he is

234 ARMY RESERVE MUNITIONS WORKERS

found to have dependents in the British Isles for whose maintenance he is wholly or mainly responsible and from whom he is obliged to be separated owing to his transfer as an Army Reserve Munitions Worker by direction of the Ministry.

28. An Army Reserve Munitions Worker only partially responsible for the maintenance of dependents may be granted subsistence allowance at the rate of 1s. 6d. per day.

29. The employer is authorised at once to pay to the Worker the subsistence allowance claimed by him on Form A R.M.W.17A, provided that the *claim is properly certified* and also that the form bears the signature of an officer of an Employment Exchange.

30. The employer should obtain at least every three months a signed statement from the Worker to the effect that he is still contributing to the upkeep of his home and that his dependents have not moved to live with him. These signed statements should be retained by the employer for inspection if necessary. If the Worker refuses for any reason to sign the statement, subsistence allowance should be withheld and the Ministry of Munitions notified.

PAYMENT OF SUBSISTENCE ALLOWANCE DURING PERIODS OF ABSENCE NOT OCCASIONED BY ILLNESS

31. An Army Reserve Munitions Worker should receive subsistence allowance during any period of general holiday at the establishment to which he has been assigned, provided that he remains in his lodgings. If he is absent from his lodgings during the period he should be refunded only whatever fee he may have to pay for their retention in his absence not exceeding 1s per day.

32. No subsistence allowance should be paid to a Worker in respect of any day upon which he is absent from work without good reason or his employer's permission. If he is so away for half a day he should forfeit one whole day's subsistence allowance.

ARMY RESERVE MUNITIONS WORKERS. 235

33. Where an Army Reserve Munitions Worker goes away for the week-end, he should be paid the full subsistence allowance, provided that he works on Saturday and returns to work on Monday morning. Should he not return to work till Monday afternoon or Tuesday morning, he should forfeit one day's subsistence allowance, but should receive the allowance for Saturday and Sunday.

PAYMENT OF SUBSISTENCE ALLOWANCE DURING PERIODS OF ILLNESS.

34. An Army Reserve Munitions Worker living in lodgings who may, owing to illness, be unable to work, will either return to his home or remain in his lodgings according as circumstances appear to demand, having regard to

(A) his physical condition, and

(B) the necessity for avoiding unreasonable charges upon the Ministry in respect of his return railway fare to his home or subsistence allowance during the period of his illness.

Generally speaking, the Ministry will be prepared either to pay subsistence allowance or to grant an Army Reserve Munitions Worker free railway warrants for his return journey home, whichever charge is the less. In any case in which railway warrants are required, the Worker should be referred to the Local Employment Exchange on the matter. If it is necessary for him to retain his lodgings during his absence on account of illness, the necessary retention fee not exceeding 1s. per day may be paid to him. As a general rule, however, he should give up his lodgings.

Special attention is called in this connection to paragraph 10 of this Memorandum regarding the treatment of Army Reserve Munitions Workers who are unable to work owing to illness which they claim is attributable to service with the Colours.

35. As regards any brief period of illness, the Ministry leave it to an employer's discretion whether the production

236 ARMY RESERVE MUNITIONS WORKERS.

of a medical certificate is necessary, but as far as the Ministry are concerned they will offer no objection to the payment of subsistence allowance in any case in which an employer is satisfied, without the production of a medical certificate, that the Worker's absence was in fact due to illness.

VISITS OF DEPENDENTS.

36. The Ministry will raise no objection, so far as payment of subsistence allowance is concerned, to the dependent of a Worker paying him a few days' visit.

IX.

CHILDREN'S ALLOWANCE.

37. Children's allowance when authorised is payable to the Worker so long as he remains in the firm's employment, even when, for any reason, he is absent from work.

TERMS OF AGREEMENT, A R M W.1, REFERRED TO IN PARA. 3 OF THIS MEMORANDUM

In accordance with arrangements which have been made by the Minister of Munitions with the Army Council, I hereby agree to undertake work for war purposes in the employment of any firm of employers which may be named by the Minister of Munitions, and to remain in such employment during the War for so long as is required by the Minister in accordance with the following conditions.—

- 1 The rate of wages which I shall receive whilst I am in such employment shall be a rate of 10d. per hour or the standard rate, if any, of the district where I am employed, whichever rate is the higher
- 2 I shall receive over and above my wages the following allowances —
 - (a) Children's allowance: An allowance of 2s 6d. per week if I, at the date of signing this agreement, have four and not more than five children who being sons are under fourteen and being daughters are under sixteen years of age. An allowance of 5s per week if I, at the date of signing this agreement, have six or more children who being sons are under fourteen and being daughters are under sixteen years of age.

ARMY RESERVE MUNITIONS WORKERS. 237

- (b) When railway travelling is necessitated by my being instructed to report for duty in the employment of any firm which may be named by the Minister, or to transfer subsequently to some other employment, a free Railway Warrant to enable me to take up such employment.
- (c) A subsistence allowance at the rate of 2s. 6d. per day for seven days per week if on investigation I am found to have dependents for whose maintenance I am responsible and from whom I am obliged to be separated owing to my being employed by a firm of employers named by the Minister; *or*
- (d) If within daily travelling distance from my home (exceeding half-an-hour each way) the value of workman's tickets and one hour's travelling time per day at the rate of time-and-a-half; *or*
- (e) If within travelling distance from my home (not exceeding half-an-hour), the cost of workman's tickets.

I understand that the allowances to which I am entitled by this undertaking will be paid to me by the firm by whom I am employed, with my wages.

I understand that I am liable to return to Military Service at any time that I cease to be employed by any firm named by the Minister of Munitions, or if I am ordered to report myself for service with the Colours by the competent Military Authority.

Signed.....

In the presence of.....

Date.....191....

TERMS OF AGREEMENT, A.R.M.W.2, REFERRED TO IN PARA. 3 OF THIS MEMORANDUM.

In accordance with the arrangements which have been made by the Minister of Munitions with the Army Council, I hereby agree to undertake work for war purposes in the employment of any firm of employers which may be named by the Minister of Munitions and to remain in such employment during the war for so long as is required by the Minister, in accordance with the following conditions:—

1. The rate of wages which I shall receive whilst I am in such employment shall be a rate of 7d. per hour or that rate current at the job upon which I am employed, whichever rate is the higher.

238 ARMY RESERVE MUNITIONS WORKERS.

2 I shall receive over and above my wages the following allowances:—

- (a) Children's allowance: An allowance of 2s 6d per week if I, at the date of signing this agreement, have four and not more than five children who being sons are under fourteen and being daughters are under sixteen years of age. An allowance of 5s per week if I, at the date of signing this agreement, have six or more children who being sons are under fourteen and being daughters are under sixteen years of age.
- (b) When railway travelling is necessitated by my being instructed to report for duty in the employment of any firm which may be named by the Minister, or to transfer subsequently to some other employment, a free Railway Warrant to enable me to take up such employment.
- (c) A subsistence allowance at the rate of 2s 6d per day for seven days per week if on investigation I am found to have dependents for whose maintenance I am responsible and from whom I am obliged to be separated owing to my being employed by a firm of employers named by the Minister.

I understand that the allowances to which I am entitled by this undertaking will be paid to me by the firm by whom I am employed, with my wages.

I understand that I am liable to return to Military Service at any time that I cease to be employed by any firm named by the Minister of Munitions, or if I am ordered to report myself for service with the Colours by the competent Military Authority.

Signed

In the presence of

Date 191 .

APPENDIX XI.

COMMITTEE ON PRODUCTION AND SPECIAL ARBITRATION TRIBUNAL MEMORANDUM.

The Committee on Production, which is the principal arbitration tribunal under the Munitions of War Acts for the determination of differences between employers and employed, was appointed, in its reconstituted form, on 1st May 1917, and the present Memorandum summarises the work which has been done by the Committee during the twelve months ended 30th April 1918.

The Committee appointed in May 1917, consisted of the Rt Hon Sir David Harrel, G.B.E., and Sir George Gibb (Chairmen), Mr. F. S. Button, Colonel J. M. Denny, Mr. J. Duncan Elliot and Mr. Geo. J. Rowe, and the usual method of procedure adopted in the hearing of the various cases was by panels of three. The Committee was called upon to hear a large and increasing number of cases, and in July it became evident that the new form of tribunal was likely to be resorted to with such frequency that a third panel would be necessary; accordingly Mr. W. W. Mackenzie, K.C. (Chairman), Mr. W. Mosses, and Mr. John W. White, were added to the Committee. In November, during the temporary absence of Colonel Denny, Mr. James Fullerton was appointed a member, and has since continued to serve; in February 1918, during the absence of Mr. Mosses on a mission to America, Mr. James Gavin was added to the Committee. At the end of 1917, the Committee lost the services of Sir David Harrel, who was obliged to return to Ireland. His Honour Judge Walworth H. Roberts was appointed a chairman of the Committee in February 1918, and Mr. E. C. K. Gonner was appointed a chairman in June 1918. Mr. Rowe,

having accepted nomination as Parliamentary candidate for South Shields, resigned his position as a member of the Committee at the end of April 1918, and Mr. John Barker was appointed in his place. The Committee now consists of Sir George Gibb, Sir William Mackenzie, K.C., K.B.E., His Honour Judge Walworth H. Roberts, and Mr. E. C. K. Gonner, C.B.E. (Chairmen), Mr. John Barker, Mr. F. S. Button, Colonel J. M. Denny, C.B., Mr. J. Duncan Elliot, Mr. James Fullerton, Mr. James Gavin, Mr. W. Mosses, O.B.E., and Mr. John W. White

H. J. WILSON,
Secretary.

5, Old Palace Yard,
London, S.W.1,
June 1918.

MEMORANDUM ON PROCEEDINGS OF THE COMMITTEE ON PRODUCTION DURING THE PERIOD MAY 1917 TO APRIL 1918.

1 The total number of awards which the Committee on Production has issued in the 12 months ended 30th April 1918 (including cases referred to the Committee as the Special Arbitration Tribunal under section 1 (2) of the Munitions of War Act, 1917), is 1,333. It will be seen from the following figures that the volume of work done has increased steadily throughout the period, and particularly during the past four months :—

	Number of Awards issued		Number of Awards issued
May 1917 (part)	- 23	January 1918	- 145
June - - -	- 53	February - -	- 134
July - - -	- 84	March - - -	- 184
August - - -	- 104	April - - -	- 216
September - -	- 76		
October - - -	- 86	Total - - -	<u>1,333</u>
November - - -	- 120		
December - - -	- 108		

These figures show that in the first six months the average number of cases dealt with was 71 per month; in the last six months the average number increased to 151 per month.

2. The disputes that have been referred to the Committee for settlement have included cases relating to practically

all the principal trades and industries of the country—engineering and ironfoundry, shipbuilding and ship-repairing, iron and steel trades, chemical, explosives and allied trades, building, aircraft construction, tube-making, wagon-building and repairing, sheet-metal and miscellaneous metal trades, tinplate, copper, zinc and spelter trades, railway servants, dock labourers, and other classes of transport workers, tramway workers, gasworkers, employees of local and public authorities, woollen and worsted and allied trades, linen and jute manufacture, clothing trade, furnishing trade, india-rubber trade, glove-making, flour-milling, sugar-refining, leather trades, bakers, quarrymen, coke-oven and bye-product workers, clerks, draughtsmen, &c

3 The cases that have been dealt with by the Committee have included not only those referred to them under the provisions of the Munitions of War Acts, but also cases in which the employers and workpeople concerned have agreed voluntarily to refer their differences to the Committee for settlement by arbitration.

4. A large number of the awards has applied to whole trades (*e.g.*, the general awards for the engineering trade, shipbuilding trade, building trade, chemical trade, &c.), and awards of this character have affected the wages of very large numbers of workpeople, the number affected by a single award sometimes amounting to cover a million persons. In addition to the cases affecting whole trades or sections of trades the Committee has dealt with many hundreds of cases affecting single establishments.

5. Whilst the majority of the disputes referred to the Committee have arisen in consequence of claims made for advances of wages to meet the increased cost of living, the Committee have dealt with a large number of cases relating to piecework questions, hours of labour, overtime, holiday payments, week-end work, and other conditions of employment

6. A considerable number of the cases, about one-fourth of the total, has arisen in Scotland, and in order to avoid

bringing to London the large number of persons concerned therein it has been the practice to hear the majority of the Scottish cases in Glasgow; this has made it necessary for a Committee to go to Scotland at least every other week. Local hearings have also been held at Newcastle, Manchester, Liverpool, and Bradford.

The Committee has appreciated the advantages to the parties of holding the hearings locally rather than in London, but the pressure upon the time of the Committee has been so great that it has not hitherto been found possible more frequently to release a panel for provincial hearings.

7 In a number of the principal trades there are now special agreements between the Employers' Federations and the Trade Unions which provide for periodical hearings by the Committee on Production, at which the Committee is called upon to review the general wages position. The first of these agreements was arrived at in February 1917 between the Engineering Employers' Federation and the 49 Trade Unions connected with the Engineering and Foundry trades, and it establishes a special procedure for the adjustment of wages during the war.* The agreement provides for the suspension of the previously existing agreements and practices under which changes in wages in each of the different federated districts were considered separately, and the substitution therefor of a more general and standardised procedure whereby the Committee on Production may be called upon to consider at intervals of four months, viz., in February, June, and October, what alterations in wages, if any, of men employed in the establishments of members of the Employers' Federation are warranted by the abnormal conditions then existing and due to the war. The awards of the Committee given in pursuance of this agreement are awards under the Munitions of War Acts and are of general application to all federated firms in all districts. Under powers possessed by the Minister of Munitions the awards have been made applicable to the non-federated firms in the engineering and foundry trades. This agreement does not apply to the shipbuilding trade, but in practice the

* See pages 246-258.

Committee has heard claims by the shipyard trade unions at about the same periods as in the engineering trades, and awards have been issued on similar lines for the two industries.

8. Agreements on lines similar to that applying to the engineering and foundry trades have since been entered into between the Chemical Employers' Federation and the unions connected with the chemical and allied trades; the Mersey Ship-repairers' Federation and the Liverpool Employers' Association and the unions connected with the local ship repairing and engineering trades; the Master Operative Heating Engineers and the Drugs and Fine Chemical Trades Employers' Association and a number of unions; the principal provincial employers of dock labour and the National Transport Workers' Federation; the Scottish Building Trades Employers' Wages Board and the various trade unions connected with the building trade in Scotland; the Soap and Candle Trades Employers' Federation and the trades unions representing the workpeople in the soap and candle manufacturing trades; the London County Council and certain unions, &c. In the building trade of England and Wales a similar scheme has been agreed upon and is now before the trade unions for ratification, whilst in the case of several other trades negotiations for the establishment of an arrangement on the same lines are in progress.

9 The agreement for the engineering and foundry trades provides also that the unions may bring forward for special consideration at the periodical hearings the case of any district in which it is claimed that the rates of wages are unduly low or that the total amount of war advance is inadequate; similarly the employers may bring forward for special consideration any cases they desire. Under this part of the agreement the Committee on Production has had before it claims from a considerable number of separate districts. The building trade agreements also include provision for the consideration of special districts.

10. The awards given by the Committee under these agreements have become awards of general application and have

extended far beyond the particular trades for which they were first given. They have been regarded as establishing what is a reasonable increase in wages to meet the increased cost of living and many trades and employers have voluntarily adopted the standard of advances set up by the Committee's general awards. It has been felt that the increase in the cost of living is a factor which is more or less common in all districts and trades and employers' associations and trade unions have recognised that the standard of advances set up by the Committee on Production, with its large experience of the principal trades and its special knowledge of wages questions, is an equitable one and one that should receive general acceptance. Copies of the four awards given under the general agreement for the engineering and foundry trades (one of which was given on 1st March, 1917, prior to the appointment of the Committee in its present form) are shown on p. 4 *et seq.*

11 The effect of these national awards has been to establish a general advance, as compared with pre-war rates, of not less than 20s. a week on time rates, the corresponding advance in the case of pieceworkers being 13s. a week as a supplement to earnings and 10 per cent. on piece rates. In addition to these advances, earnings have in the case of a large number of trades been increased by grants of a bonus of $12\frac{1}{2}$ per cent. in the case of plain time-workers and $7\frac{1}{2}$ per cent. in the case of piece-workers and other workmen not paid at plain time rates; in certain cases an advance has been given equivalent to the bonus.

12. A great deal of the additional work devolving upon the Committee on Production during the last three months of the period under review has resulted from the issue of the Orders by the Minister of Munitions and the Admiralty in October and December 1917, under which a bonus of $12\frac{1}{2}$ per cent. on earnings was granted to certain grades of munitions workers, *i.e.*, time-workers in the engineering, foundry, shipbuilding, and ship-repairing trades. The grant of this bonus to men in those trades was followed by claims from other grades of workmen (including piece-workers in the

trades covered by the original Orders, as well as both time-workers and piece-workers in most other trades) and in January last it was decided by the War Cabinet that the various claims should be referred through the Ministry of Labour to the Committee on Production for settlement. For the purpose of dealing with questions arising in connection with the Orders under which the bonus was given the members of the Committee were appointed at the end of December 1917 to be a Special Arbitration Tribunal (Section 1 (2) of the Munitions of War Act, 1917). The Committee on being called upon to deal with the position in regard to the bonus, found that a very grave state of unrest had arisen, particularly on the part of piece-workers in the trades in which the time-workers had already had the bonus of 12½ per cent. This part of the problem was dealt with by the announcement, on 24th January 1918, of the decision of the Government to grant the piece-workers in those trades a bonus of 7½ per cent. on earnings. (*See p 258*)

13. The Committee had then to deal with the claims made by men in other trades for the grant to them of a bonus equivalent to that which had been given in the trades covered by the Orders of the Minister of Munitions or by the various extensions thereof which the Ministry of Munitions had found it expedient to make. A very large part of the activities of the Committee on Production has been devoted since January to the settlement of the disputes which have arisen in connection with the bonus, and a large number of awards has been issued dealing with claims in regard to the bonus.

ENGINEERING AND. FOUNDRY TRADES, GREAT BRITAIN.

GENERAL AWARDS.

(1) *Issued 1st March 1917.*

The following finding is in respect of applications for advances of wages made to the Engineering Employers' Federa-

tion by the following Societies* on behalf of their members employed in the federated shops and foundries, viz : Amalgamated Society of Engineers; Steam Engine Makers Society; United Machine Workers Association; United Kingdom Society of Amalgamated Smiths and Strikers; United Journeyman Brassfounders, Turners, Fitters, &c , Association; National Brassworkers and Metal Mechanics; Electrical Trades Union; Associated Blacksmiths and Ironworkers Society; Society of Amalgamated Toolmakers; United Patternmakers Association; Scientific Instrument Makers Society; Friendly Society of Ironfounders; Amalgamated Society of Coremakers; Iron, Steel and Metal Dressers Trade Society; Amalgamated Machine, Engine and Iron Grinders and Glaziers Society; National Amalgamated Union of Enginemen, Firemen, Mechanics, Motormen and Electrical Workers; Dock, Wharf, Riverside and General Workers Union; National Amalgamated Union of Labour; National Union of General Workers; and Workers Union.

In accordance with the Munitions of War Acts and the special agreements between the parties for the adjustment of differences as to wages, the general form of which is annexed hereto, the applications were referred to the Committee on Production for decision. Representatives of the parties were heard on February 22nd and 27th.

The Committee have given careful consideration to the statements and arguments submitted to them, and their finding is as follows.—

- (1) On and after the pay day for the first full pay in April 1917, the men concerned shall receive 5s. per full ordinary week, calculated as from and including the 1st day of April.
- (2) Where the general advances given in any federated district since the beginning of the war (exclusive of advances arranged before 4th August 1914, but coming into operation after that date) amount to less than 7s. per week on time rates the men concerned shall receive, as from the 1st of April

* Subsequent findings on similar lines were issued in the case of a number of other Societies

1917, such further advance as shall make their aggregate advance, apart from and in addition to the general amount awarded by the present finding, 7s. per week on time rates.

- (3) Any general advances given in federated districts since 1st January 1917 shall (unless coming within clause (2) hereof) merge in the general advance hereby awarded.
- (4) To boys and youths there shall be paid 2s. 6d. per full ordinary week as from the 1st of April 1917.
- (5) The amounts hereby awarded are to be regarded as war advances, intended to assist in meeting the increased cost of living, and are to be recognised as due to and dependent on the existence of the abnormal conditions now prevailing in consequence of the war.
- (6) In the case of pieceworkers, premium bonus workers and other men working on systems of payment by results the amount is to be paid by the firms at the rate of 5s. per full ordinary week over and above the week's earnings of the men concerned, calculated on the present basis.
- (7) The amounts hereby awarded are to be taken into account in the calculation of payment for overtime or night duty or for work on Sundays and holidays, but they are not otherwise to apply to or affect present time rates, premium bonus rates or piecework prices, and are not to be taken into account as part of the time rates for the purpose of fixing new piecework prices or premium bonus rates.
- (8) This award is not intended to apply to federated firms in Ireland the case of those firms will be the subject of a separate hearing.

G. R. ASKWITH
D. HARREL.
GEORGE S. GIBB.

H. J. WILSON, Secretary,
5, Old Palace Yard, S.W.,
1st March 1917.

GENERAL WAGES APPLICATIONS.

MEMORANDUM OF AGREEMENT between the ENGINEERING 'EMPLOYERS' FEDERATION and the Unions connected with the ENGINEERING and FOUNDRY TRADES arrived at in February 1917

It is agreed that, having regard to the special circumstances of the war, the following shall be the principles upon which wages changes shall be arranged for the period of the war:—

- (1) That existing agreements or practice under which applications for general alterations in wages are dealt with shall to that extent be suspended until the termination of the war, or for such further period as may be agreed upon by the parties thereto. This shall not refer to agreements or practice whereby the wages of any trades in any district or department rise or fall with the fluctuations in another district or industry not covered by this agreement.

Nor shall it prevent the Unions bringing forward for special consideration at the hearings referred to in paragraph 2 (a) the case of any district in which they claim that the rates of wages are unduly low or that the total amount of war advance is not adequate.

On the other hand the Federation shall be entitled to bring forward for similar consideration any special cases they desire.

- (2) During such period of suspension the following procedure shall be observed, provided the consent of the Committee on Production is obtained:—

(a) The Committee on Production shall in the months of February, June, and October, after hearing parties, consider what general alteration in wages, if any, is warranted by the abnormal conditions then existing and due to the war.

(b) The award of the Committee on Production shall be an award under the Munitions of War Acts and shall be of national application to all federated firms in the branch of trade concerned.

(c) The first award shall take effect in all districts on first full pay in April, and the altered rate shall continue until amended by a further award in accordance with provisions hereof. Subsequent awards shall specify the date upon which the alteration awarded shall take effect.

The following memorandum was also agreed between the parties :—

The Engineering Employers' Federation and the Unions whose signatures are appended hereto recommend to His Majesty's Government that arrangements should be made whereby all employers in the trade or trades affected should be subject to the awards which may be made by the Committee on Production in virtue of the agreement hereto attached.

LIST OF TRADE UNIONS SIGNATORIES TO ABOVE AGREEMENT.

Amalgamated Society of Engineers.
 Steam Engine Makers' Society
 Society of Amalgamated Toolmakers.
 United Machine Workers' Association.
 Iron Founders' Society.
 Boilermakers, Iron and Steel Shipbuilders' Society.
 United Kingdom Society of Amalgamated Smiths and
 Strikers.
 United Patternmakers Association.
 Scientific Instrument Makers Trade Society.
 Electrical Trades Union.
 Shipconstructors and Shipwrights Association.
 National Brassworkers and Metal Mechanics.
 United Journeymen Brassfounders, Fitters, Turners, &c.

National Society of Coppersmiths, Braziers, and Metal Workers.

British Steel Smelters, &c., Association.

National Amalgamated Sheet Metal Workers and Braziers

Amalgamated Society of Carpenters and Joiners.

Associated Blacksmiths and Iron Workers Society.

Amalgamated Society of Coremakers.

Amalgamated Society of Woodcutting Machinists.

General Ironfitters Association.

General Union of Braziers and Sheet Metal Workers

Scottish Painters Society.

Sheet Iron Workers and Light Platers Society.

Amalgamated Society of House and Ship Painters

General Union of Carpenters and Joiners.

Operative Bricklayers Society.

United Kingdom Society of Coachmakers.

London United Brass and General Metal Founders Union.

Amalgamated Union of Cabinetmakers

London and Provincial Coachmakers Trade Union.

National Amalgamated Furnishing Trades Association

Amalgamated Society of Wheelwrights, Smiths, and Motor
Body Builders

National Union of General Workers.

National Amalgamated Union of Labour.

Iron, Steel and Metal Dressers Trade Society.

Amalgamated Machine Engine and Iron Grinders.
Workers Union.

National Amalgamated Union of Enginemen, Firemen, &c.

Dock, Wharf, Riverside and General Workers Union

Amalgamated Moulders Union.

National Amalgamated Labourers' Union of Great Britain
and Ireland.

Winding and General Engineers Society.

Northern United Enginemen's Association.

Amalgamated Society of Gas, Municipal, and General
Workers.

London Society of Amalgamated Brass Workers.

National Union of Operative Heating and Domestic
Engineers.

Wheelwrights and Coachmakers' Operatives Union.

Amalgamated Society of Railway Vehicle Builders, Wheelwrights, Carpenters and Mechanics.

West of Scotland Brass Turners, Fitters, Finishers and Instrument Makers' Society.

(2) Issued 14th July 1917

The following award is made by the Committee on Production as a result of the consideration of proceedings before them, held in pursuance of a special agreement (copy of which is annexed hereto) for the adjustment of wages during the war between the Engineering Employers' Federation and the Trade Unions shown on the list attached. That agreement provides for the suspension of the previously existing agreements and practices under which changes in wages in each of the different federated districts were considered separately and the substitution therefor of a special procedure whereby the Committee on Production may be called upon to consider, at intervals of four months, viz, in February, June and October, what alteration in wages, if any, of men employed in the establishments of members of the Employers' Federation is warranted by the abnormal conditions then existing and due to the war.

The first award of the Committee on Production under the terms of this agreement was made on 1st March 1917; it gave an advance, as from the 1st April 1917, of 5s per week to time-workers, to pieceworkers, and to men on premium bonus or other systems of payment by results. The award also provided that where the general advances given in any federated district since the beginning of the war amounted to less than 7s per week on time rates the men concerned were to receive such further advance as would make their aggregate advance (apart from the advance of 5s.) 7s per week on time rates. The effect of this award was to establish for the engineering and foundry trades a general advance, as compared with pre-war rates, of not less than 12s per week on time rates. In the case of pieceworkers, the award gave 5s per week as a supplement to earnings in addition to the previous advances which have been generally made to pieceworkers of 10 per cent. on piece rates.

Under the terms of the agreement, claims for further advances of wages were put forward by the various Unions in May and in June, and on June 19th the Committee on Production heard the representatives of the Unions and of the Engineering Employers' Federation.

The claims put forward were for advances of varying amounts. The Boilermakers' Society and a number of other Unions representing the skilled trades, and the Workers' Union and other Unions representing semi-skilled and unskilled labour, applied for an increase of 10s. per week to men and 5s. per week to boys under 18 years of age, with an equivalent advance to pieceworkers; the Ironfounders' Society and other Unions representing the foundry trades applied for advances of 15s. per week for adults of 18 years and over, and 7s. 6d. for boys; and the Amalgamated Society of Engineers applied for an increase of 100 per cent. on the wage rates obtaining in July 1914, less the advances which have already been given during the war.

The claims made by the Unions were based upon the continued increase in the cost of living. The Committee have given careful consideration to the statements and arguments submitted to them in connection with this fact and to all the circumstances of the case, and their finding is as follows:—

- (1) The men concerned aged 18 years and over shall receive 3s. per full ordinary week as from and including the 1st day of August 1917.
- (2) To boys and youths and apprentices under 18 years of age there shall be paid 1s. 6d. per full ordinary week as from the 1st of August 1917. Boys and youths and apprentices on attaining the age of 18 shall receive a further advance of 1s. 6d.
- (3) In the case of pieceworkers, premium bonus workers, and other men working on systems of payment by results, the amount is to be paid by the firms at the rate of 3s. per full ordinary week over and above the week's earnings of the men concerned, calculated on the present basis.
- (4) The amounts hereby awarded are to be taken into

account in the calculation of payment for over-time or night duty or for work on Sundays and holidays, but they are not otherwise to apply to or affect present time rates, premium bonus rates, or piecework prices, and are not to be taken into account as part of the time rates for the purpose of fixing new piecework prices or premium bonus rates.

- (5) This award shall not apply in those cases in which it has been the practice to regulate the wages of the men concerned by the movements in the wages of men of a similar class employed in trades other than the engineering trade.
- (6) The amounts hereby awarded are over and above the advances given in the award of 1st March last; they are to be regarded as war advances, intended to assist in meeting the increased cost of living, and are to be recognised as due to and dependent on the existence of the abnormal conditions now prevailing in consequence of the war.

DAVID HARREL.
GEORGE S GIBB.
F. S. BUTTON.
JOHN M DENNY.
J. DUNCAN ELLIOT
GEO J ROWE

H. J. WILSON, Secretary,
5, Old Palace Yard, S W.1,
14th July, 1917.

(3) *Issued 6th November 1917.*

The following award under the Munitions of War Acts is made by the Committee on Production as a result of the consideration of proceedings before them, held in pursuance of the special agreement (copy of which is annexed hereto) for the adjustment of wages during the war, made between the Engineering Employers' Federation and the Trade Unions shown on the list attached. That agreement provides for

the suspension of the previously existing agreements and practices under which changes in wages in each of the different federated districts were considered separately, and the substitution therefor of a special procedure whereby the Committee on Production may be called upon to consider at intervals of four months, viz., in February, June, and October, what alteration in wages, if any, of men employed in the establishments of members of the Employers' Federation is warranted by the abnormal conditions then existing and due to the war.

The previous awards of the Committee on Production under the terms of this agreement were made on 1st of March and 14th July 1917. They gave advances amounting to 8s. per week to time-workers, to pieceworkers, and to men on premium bonus or other systems of payment by results, and the effect of the awards, in conjunction with previous awards given by the Committee for the several districts, was to establish for the engineering and foundry trades a general advance, as compared with pre-war rates, of not less than 15s. per week on time rates. In the case of pieceworkers, the awards gave 8s. per week as a supplement to earnings in addition to the previous advances which have been generally made to pieceworkers of 10 per cent. on piece rates.

Under the terms of the agreement, claims for further advances of wages were put forward by the various Unions, and on the 23rd October the Committee on Production heard the representatives of the Unions and of the Engineering Employers' Federation.

The claims put forward by the Unions representing the skilled trades were for an increase of 100 per cent. on the wage rates obtaining in July 1914, less the advances which have already been given during the war. The Unions representing semi-skilled and unskilled labour applied for an increase of 10s. per week to men and 5s. per week to boys under 18 years of age, with an equivalent advance to pieceworkers; these Unions claimed also a minimum rate of 50s. per week for labourers.

The claims put before the Committee by the Unions were based upon the high cost of living. The Committee have given careful consideration to the statements and arguments

submitted to them and to all the circumstances of the case, and their finding is as follows:—

- (1) The men concerned aged 18 years and over shall receive 5s. per full ordinary week.
- (2) To boys and youths and apprentices under 18 years of age there shall be paid 2s. 6d. per full ordinary week. Boys and youths and apprentices on attaining the age of 18 shall receive a further advance of 2s. 6d.
- (3) In the case of pieceworkers, premium-bonus workers, and other men working on systems of payment by results, the amount is to be paid by the firms at the rate of 5s. per full ordinary week over and above the week's earnings of the men concerned, calculated on the present basis.
- (4) The advances hereby awarded are to be paid as from the beginning of the first full pay in December 1917.
- (5) The amounts hereby awarded are to be taken into account in the calculation for payment of overtime or night duty or for work on Sundays and holidays, but they are not otherwise to apply to or affect present time rates, premium-bonus rates, or piecework prices, and are not to be taken into account as part of the time rates for the purpose of fixing new piecework prices or bonus rates.
- (6) This award shall not apply in those cases in which it has been the practice to regulate the wages of the men concerned by the movements in the wages of men of a similar class employed in trades other than the engineering trade.
- (7) The amounts hereby awarded are over and above the advances given in the awards of 1st March and 14th July last; they are to be regarded as war advances intended to assist in meeting the increased cost of living, and are to be recognised as due to and dependent on the existence of the abnormal conditions now prevailing in consequence of the war.

- (8) Applications for special advances in certain districts made in accordance with the second paragraph of clause (1) of the agreement between the Engineering Employers' Federation and the Unions are still under consideration by the Committee, and decisions in regard thereto will be issued shortly.

DAVID HARREL,
WILLIAM W. MACKENZIE.
GEORGE S. GIBB.
F. S. BUTTON.
JOHN M. DENNY.
J. DUNCAN ELLIOT.
WM. MOSSES.
GEO. J. ROWE.
JOHN W. WHITE.

H. J. WILSON, Secretary,
5, Old Palace Yard, S.W.1,
6th November, 1917.

(4) Issued 5th March 1918.

1. The following award under the Munitions of War Acts is made by the Committee on Production as a result of the consideration of proceedings before them, held in pursuance of the special agreement (copy of which is annexed hereto) for the adjustment of wages during the war, made between the Engineering Employers' Federation and the Trade Unions shown on the list attached. That agreement provides for the suspension of the previously existing agreements and practices under which changes in wages in each of the different federated districts were considered separately, and the substitution therefor of a special procedure whereby the Committee on Production may be called upon to consider at intervals of four months, viz., in February, June, and October, what alteration in wages, if any, of men employed in the establishments of members of the Employers' Federation is warranted by the abnormal conditions then existing and due to the war.

2. The previous awards of the Committee on Production under the terms of this agreement were made on 1st March, 14th July, and 6th November, 1917. They gave advances amounting to 13s. per week to timeworkers, to pieceworkers, and to men on premium bonus or other systems of payment by results, and the effect of the awards, in conjunction with previous awards given by the Committee for the several districts, was to establish for the engineering and foundry trades a general advance, as compared with pre-war rates, of not less than 20s. per week on time rates, the corresponding figure in the case of pieceworkers being 13s. per week as a supplement to earnings in addition to previous advances, which generally amounted to 10 per cent or upwards on piece rates.

3. In addition to these advances earnings have been increased by grants of a bonus of $12\frac{1}{2}$ per cent. in the case of plain timeworkers, and $7\frac{1}{2}$ per cent in the case of pieceworkers and other workmen who are not paid at plain time rates

4. Claims for further advances of wages were put forward by the Unions who are parties to the agreement, and on the 27th February 1918 the Committee on Production heard the representatives of the Unions and of the Engineering Employers' Federation

5 The claims put forward by the Unions representing the skilled trades were for an increase of 100 per cent on the wage rates obtaining in July, 1914, less the advances which have already been given during the war. The claim of the Boilermakers' Society was for an advance of 100 per cent. on pre-war time rates, and 25 per cent. to pieceworkers. The Unions representing semi-skilled and unskilled labour applied for an increase of 10s. per week to men and 5s. per week to boys under 18 years of age, with a proportionate advance to pieceworkers; these Unions claimed also a minimum rate of 60s per week for labourers.

6. The Committee have given careful consideration to the statements and arguments submitted to them and to all the

circumstances of the case, and their finding is that conditions at the present time do not warrant any further general alteration of wages.

7. This award shall have general application in the United Kingdom of Great Britain and Ireland Applications for special consideration of certain districts made in accordance with the second and third paragraphs of clause (1) of the agreement between the Engineering Employers' Federation and the Unions have still to be considered by the Committee.

GEORGE S. GIBB
WILLIAM W. MACKENZIE.
WALWORTH H. ROBERTS.
F. S. BUTTON.
JOHN M. DENNY.
J. DUNCAN ELLIOT
JAMES GAVIN.
GEO. J. ROWE.
JOHN W. WHITE

H. J. WILSON, Secretary,
5, Old Palace Yard, S W.1,
5th March 1918.

OFFICIAL NOTICE *re* BONUS TO PIECE-WORKERS ON MUNITIONS WORK.

Since the issue of the notice which appeared in the Press on January 11th the Government have had under consideration questions that have arisen in regard to classes of workmen claiming the benefit of the Orders under which the bonus to Munition workers has been given, and on this matter the advice of the Committee on Production has been obtained. After careful consideration of this advice and of the whole position, the War Cabinet have decided to adopt the following as a settlement of claims made in regard to the bonus:—

1. The 12½ per cent has been given, under existing Orders and extensions thereof made by the Admiralty and the Minister of Munitions, to workmen employed on Munitions work

(as defined in the Munitions of War Acts) and paid as plain timeworkers in engineering shops, boilersshops, foundries, shipbuilding and ship-repairing establishments, iron and steel trades, electricity generating stations and electrical contracting trades, nut and bolt trades, brass foundries and brass works, bridgebuilding and constructional engineering, hollow-ware trade, spring-making works, hot stamping works, tube works, and wagon-building works.

2 As from the beginning of the first full pay week which followed 1st January 1918, a bonus of $7\frac{1}{2}$ per cent on their earnings shall be paid to all workmen of 21 years of age and over, employed in establishments or trades (other than the iron and steel trades) covered by the existing Orders relating to plain timeworkers or extensions thereof, and engaged on Munitions work as defined in the Munitions of War Acts, who are pieceworkers or are paid on a premium bonus system, or any mixed system of time and piece or any system of payment by results, including men working at augmented time rates fixed in lieu of piece rates, or by reference to results or to output of work.

3. The $7\frac{1}{2}$ per cent. bonus shall be paid as an addition to any other bonus or war advances payable to the men concerned under any agreements or awards. Provided that any bonus or war advances which in the case of timeworkers has merged in the $12\frac{1}{2}$ per cent. shall merge in the $7\frac{1}{2}$ per cent., and that no workman shall receive the $7\frac{1}{2}$ per cent. bonus who has already received in some other form some equivalent consideration for the $12\frac{1}{2}$ per cent. bonus. In any case where payment has been made to workmen pending the general consideration by the Government of the position of men paid by results, the amount of such payment shall merge in the $7\frac{1}{2}$ per cent. bonus now authorised, and such bonus shall, as from this date, be in lieu of and in substitution for any such other payment.

4. A special conference shall be called of employers and trade unions concerned in the iron and steel trades to consider the form in which this bonus shall be applied, having

regard to the terms of settlement arrived at in those trades in relation to the $12\frac{1}{2}$ per cent. bonus.

5. Any claims to participate in the $7\frac{1}{2}$ per cent bonus not already dealt with by paragraph 2 shall be settled by the Committee on Production after hearing the parties concerned, under reference from the Ministry of Labour

24th January 1918.

APPENDIX XII.

STATUTORY OFFENCES

A — *Munitions Acts.*

I.—Offences by Employer.

(1) Failing to comply with, or acting in contravention of, an arbitration award Penalty—A fine not exceeding £5 for each man in respect of whom the failure or contravention takes place, for each day or part of a day during which he fails to comply with, or contravenes, the award. 1915 Act, s. 1 (4), s. 14 (1a). 1917 Act, s. 5 (2).

(2) Taking part in a lockout Penalty—A fine not exceeding £5, in respect of each man locked out, for each day or part of a day the lockout continues. 1915 Act, s. 2 (1); s. 14 (1) (b).

(3) Dismissing without reasonable cause a workman in his employment who enters into the statutory undertaking with the Minister of Munitions (to work in any controlled establishment) within six weeks of the date of the undertaking. Penalty—A fine not exceeding £5. 1915 Act, s. 6 (1). 1916 Act, s. 3 (1).

(4) Failure to comply with an undertaking which an employer has entered into with the Minister of Munitions as to the class of work upon which a workman assigned to a controlled establishment (including a soldier temporarily released from service for employment on munitions work) is to be employed. Penalty—A fine not exceeding £5. 1915 Act, s. 6. 1916 Act, s. 4.

(5) The employer, or a contractor, or sub-contractor, making a change in the rate of wages in a controlled establishment without first submitting the proposal for change to the Minister of Munitions; or making the change when the 1915 Act, s. 4 (2)

consent of the Minister has been withheld. Penalty—A fine not exceeding £50.

- 1915 Act, s. 4 (4); Sch. II. (6) The owner of a controlled establishment, or any contractor or sub-contractor, breaking or attempting to break, the undertaking expressed in Schedule II. of the Act [which undertaking is (a) that any departure from pre-war practice shall be only for the period of the war; (b) that no change in practice shall prejudice the position of workmen or their trade unions as regards resumption after the war of pre-war rules and customs; (c) that in after-war readjustment of staff in a controlled establishment priority of employment be given to workmen who have served with the colours or were employed in the establishment when it became controlled; (d) that where the custom of a shop is changed by dilution of labour the usual time and piece rates of wages of the district will be paid; (e) that piece prices, time allowances, or bonuses on output, under a payment by results system, once fixed, shall not be altered, except by agreement, or by direction of the Minister of Munitions; (f) that dilution of labour shall not adversely affect the rates customarily paid for the job, and that, where men who ordinarily do the job are adversely affected, the necessary readjustments shall be made to maintain their previous earnings; (g) that a record be kept of the nature of the departure from the conditions prevailing when the establishment became controlled; (h) that, where practicable, workmen get notice of changes of working conditions consequent upon the establishment becoming controlled, and that if desired opportunity be given for local consultation with workmen or their representatives; (i) that differences with regard to wages or conditions of employment be settled by arbitration without stoppage of work; (j) that (except as regards (c) *supra*) the undertaking expressed in Schedule II shall not prejudice the position of employers or employed after the war.] Penalty—A fine not exceeding £50.
- Sch. II., s. 1.
- Sch. II., s. 2.
- Sch. II., s. 3.
- Sch. II., s. 4.
- 1917 Act, s. 8.
- Sch. II., s. 5.
- Sch. II., s. 6.
- Sch. II., s. 7.
- Sch. II., s. 8.
- Sch. II., s. 9.

- 1915 Act, s. 4 (5); s. 14 (1) (d). (7) Failure to comply with regulations of the Minister of Munitions in regard to the general ordering of the work in a controlled establishment. Penalty—A fine not exceeding £3.

(8) Dissuading, or attempting to dissuade, a workman in his employment from entering into the statutory undertaking with the Minister of Munitions (to work at any controlled establishment to which he may be assigned). Penalty—A fine not exceeding £50. 1915 Act, s. 6 (2); s. 14 (1) (e).

(9) Retaining, or offering to retain, a workman in his employment, after the Minister of Munitions has notified that the man is to work at some other establishment. Penalty—A fine not exceeding £50. 1916 Act, s. 6 (2); s. 14 (1) (e).

(10) Employing, on non-munitions work, a workman who has been engaged on munitions work, without consent of the Minister of Munitions. Penalty—A fine not exceeding £5 per day the contravention continues 1917 Act, s. 2 (2) (3).

(11) Failure to comply with directions given by the Minister of Munitions in regard to the employment of female workers. Penalty—A fine not exceeding £5 per worker per day. 1916 Act, s. 6 (2). 1915 Act, s. 14 (1) (a).

(12) Failure to comply with directions by the Minister of Munitions in regard to semi-skilled or unskilled labour. Penalty—A fine not exceeding £5 per worker per day. 1916 Act, s. 7. 1915 Act, s. 14 (1) (a).

(13) Failure to comply with directions of Minister as to remuneration of time-workers. Penalty—A fine not exceeding £5 per worker per day. 1917 Act, s. 1 (2).

(14) Giving false information to the Minister of Munitions, or any other Government Department with whom the Minister of Munitions may arrange for the collection of information, or making any false statement or representation for the purpose of evading any provision of the Act; or in any proceedings before a munitions tribunal or arbitration tribunal or referees; or to the Minister of Munitions or any officer of his, for the purpose of obtaining or retaining the services of a workman. Penalty—A fine not exceeding £50, or imprisonment not exceeding three months. 1915 and 1916 Acts, s. 12

1916 Act,
s. 17 (2). (15) Obstructing in the exercise of his duty an inspector appointed by the Minister of Munitions. Penalty—A fine not exceeding £10.

1915 Act, s.
4 (6); 14 (1)
(e). (16) Failure in a controlled establishment to comply with a reasonable requirement of Minister of Munitions. Penalty—A fine not exceeding £50.

1915 Act, s.
11; s. 14 (1)
(e). (17) Failure of the owner of "any establishment in which persons are employed" to give the Minister of Munitions information as to number of workers, machines, &c. Penalty—A fine not exceeding £50.

1915 Act, s. 4
(4)
1916 Act, s.
15. (18) [Where before the war union labour was exclusively employed in a controlled establishment, and non-union labour is introduced during the war into any class of work, the owner is deemed to have undertaken that such introduction is only for the period of the war.] Breaking or attempting to break this undertaking. Penalty—A fine not exceeding £50.

1915 Act, s. 4
(3); s. 14 (1)
(e). (19) Inducing or attempting to induce any person in a controlled establishment to comply with any rule, practice, or custom tending to restrict production or employment. Penalty—A fine not exceeding £50.

1915 Act, s.
8; s. 14 (1)
(e). (20) Failing to comply with the rules as to the issue of badges. Penalty—A fine not exceeding £50.

1916 Act, s.
16. (21) Disclosing or making use of information given for the use of the Minister of Munitions. Penalty—Imprisonment, with or without hard labour, up to two years; or a fine; or both imprisonment and a fine.

1916 Act, s.
18 (4). (22) If a company is guilty of any offence under the Act, every director, manager, secretary, or other officer of the company who was knowingly a party to the offence is liable also to the like penalty as the company.

II.—Offences by a Workman.

(1) Failing to comply with an arbitration award. Penalty 1915 Act, s. 1
—A fine not exceeding £5 per day or part of a day during (4); s. 14 (1)
which his failure to comply continues (a).

(2) Failing to comply with orders of the Minister of Munitions relating to work in a controlled establishment. Penalty 1915 Act, s. 4
—A fine not exceeding £3 (5) (6).

(3) In a controlled establishment, inducing or attempting to induce any person to comply with any rule, practice, or custom which tends to restrict production or employment. 1915 Act, s. 4
Penalty—A fine not exceeding £50. (3), s. 14 (1)
(e).

(4) Failing to comply with rules made by the Minister of Munitions as to the wearing of badges. Penalty—A fine 1915 Act, s. 8, s. 14 (1)
not exceeding £50. (e).

(5) Making any false statement or representation for the purpose of evading the Act; or in proceedings before a munitions or arbitration tribunal; or to an officer of the Minister of Munitions, for the purpose of obtaining or retaining employment. Penalty—A fine not exceeding £50, or imprisonment not exceeding three months. 1915 Act, s. 12.
1916 Act, s. 14

(6) Disclosing or making use of information given for the use of the Minister of Munitions. Penalty—Imprisonment up to two years; or a fine; or both fine and imprisonment. 1915 Act, s. 11.
1916 Act, s. 14.

(7) Taking part in a strike. Penalty—A fine not exceeding £5 for each day or part of a day during which the strike continues. 1915 Act, s. 2
(1); s. 14 (1)
(c).

(8) Failing to comply with undertaking made with Minister of Munitions that he will work at any controlled establishment to which he may be assigned. Penalty—A fine not exceeding £3. 1915 Act, s. 6
(1); s. 14 (1)
(d).

III.—Offences by any Person.

- 1917 Act, s. 2
(1) (2) (3). (1) Employing on non-munitions work, without consent of the Minister of Munitions, a workman who has been engaged on "munitions work." Penalty—£5 per day.
- 1916 Act, s.
17 (2). (2) Obstructing an inspector of the Ministry of Munitions in the discharge of his duty. Penalty—A fine not exceeding £10.
- 1916 Act, s.
14. (3) Making false representation in proceedings under Munitions Acts. Penalty—A fine not exceeding £50, or imprisonment not exceeding three months.
- 1916 Act, s.
16 (2). (4) Disclosing information given for the use of the Minister of Munitions. Penalty—Imprisonment up to two years, or a fine, or both.
- 1916 Act, s.
16 (5) Attempting to enforce pre-war practices or customs tending to restrict production or employment. Penalty—A fine not exceeding £50.
- Def. of Realm
Reg. 56 (14). (6) Committing a "munitions offence" under the Defence of the Realm Regulations—that is, an offence "in respect of any matter within the scope of the powers and duties for the time being assigned to the minister of Munitions"

B —Defence of the Realm Regulations.

8A. It shall be lawful for the Admiralty or Army Council or the Minister of Munitions—

- (a) to require any work in any factory or workshop to be done in accordance with the directions of the Admiralty or Army Council or the Minister of Munitions, given with the object of making the factory or workshop or the plant or labour therein as useful as possible for the production of war material, and to require returns as to the nature and amount of work done in any factory or workshop;

- (b) to regulate or restrict the carrying on of any work in any factory, workshop, or other premises, or the engagement or employment of any workman, or any class of workmen, therein, to remove the plant therefrom, with a view to maintaining or increasing the production of munitions in other factories, workshops, or premises, or to regulate and control the supply of metals and material that may be required for any articles for use in war;

and the occupier and every officer and servant of the occupier of the factory, workshop, or premises, and any other person affected by any such directions, regulations, or restrictions, and where the occupier is a company, every director of the company shall obey the directions, regulations, or restrictions of the Admiralty, or Army Council, or the Minister of Munitions so given, and if he fails to do so he shall be guilty of an offence against these regulations.

Where under this regulation any return has been required or any directions regulating the priority to be given to work at any factory, workshop, or other premises, have been given, and other person in any such return, or in any certificate or document given or issued for the purpose of securing priority for any work in pursuance of such directions, makes any false statement or false representation, he shall be guilty of an offence against these regulations.

8B. The occupier of a factory or workshop, the business carried on in which consists wholly or mainly in engineering, shipbuilding, or the production of arms, ammunition or explosives, or the substance required for the production thereof, shall not, nor shall any person on behalf of the occupier of such a factory or workshop, either directly or indirectly, by canvassing, advertisement or otherwise, take any steps with a view to inducing—

- (a) Any person employed in any other factory or workshop, being a person engaged on work for any Government Department or otherwise serving war purposes to leave his employment; or

- (b) Any person resident in the United Kingdom at a distance of more than ten miles from the occupier's factory or workshop, to accept employment therein, otherwise than by notifying vacancies to a Labour Exchange established or assisted under the Labour Exchanges Act, 1909 ;

Reg. 56 (14) and in the event of any person contravening the provisions of this regulation he shall be guilty of an offence against these regulations.

APPENDIX XIII.

APPEAL TRIBUNALS DECISIONS.

INDEX OF SUBJECTS.

	PAGE
I. APPRENTICESHIP, - - - -	271-272
II. ARBITRATION—	
1. Meaning of “Difference,” - - - -	273
2. Form of award, - - - -	274-275
III. EMPLOYMENT ON MUNITIONS WORK—	
1. Meaning of “employed,” - - - -	276-278
2. Meaning of “munitions work,” - - - -	279-283
IV. MUNITIONS TRIBUNALS—	
1. Jurisdiction, - - - -	284-288
2. Form of complaint, - - - -	289-294
3. Procedure, - - - -	294-298
V. ORDERING OF WORK REGULATIONS—	
1. Absence from work, - - - -	298-300
2. Disobeying lawful orders, - - - -	300-302
3. Sunday work exception, - - - -	302
VI. WEEK'S NOTICE OR WEEK'S WAGES—	
1. Meaning of “wages,” - - - -	303-304
2. „ „ “fair wages,” - - - -	304-305
3. „ „ “Bonus,” - - - -	306
4. „ „ “Standard rate of wages,” - - - -	307-308
5. „ „ “misconduct,” - - - -	309-311
6. „ „ “ship repairing,” - - - -	312-313
7. „ „ “discontinuous or temporary employ- ment,” - - - -	313
8. Penalty for not giving notice, - - - -	314-316
9. Work during notice week, - - - -	316
10. Suspension of work, - - - -	318-325
11. Employment in “building trade,” - - - -	325-329
VII. WORKING CONDITIONS—CHANGE IN, - - - -	329-330
VIII. WORKING DAYS, - - - -	331
IX. STATUTORY ORDERS—DATE OF OPERATION, - - - -	332-334
X. TRADE RULES OR CUSTOMS, - - - -	335

ABBREVIATIONS.

E.A R.,	-	-	English Appeal Reports
S.A.R.,	-	-	Scottish Appeal Reports.

APPEAL TRIBUNALS DECISIONS.

I. APPRENTICESHIP.

During the currency of his apprenticeship contract an apprentice sought a leaving certificate, which a local tribunal refused, on the ground that the Munitions Acts did not sanction abrogation of an apprenticeship contract. In a written judgment the chairman of the tribunal said—"The cause of the present unrest amongst apprentices is not far to seek. It is the same as the cause of unrest amongst other classes of workers—the lure of higher present earnings. When capable young men are so much in demand, and, even working as a common labourer, a youth can earn two or three times an apprentice's wage, it is not perhaps surprising that lads should chafe under their apprenticeship restrictions. But they are doing their country good service in continuing their training, for it was never more apparent than it is at this moment that it is in the national interest that boys should be in training to become skilled workmen. If they would reflect a little, I think also that the apprentices would see that it is not in their own best interest that they should be permitted to abandon their apprenticeship, for the present artificial industrial conditions may be short-lived, and they would be sacrificing their future career, for the present, but fleeting, advantage of getting more money. Apart altogether, however, from any national or personal considerations, apprentices seem to forget that they are not free agents, for they are under contract, and the Munitions Acts certainly do not countenance breach of contract." This view was supported by the appeal judge, who said—"An apprentice is bound by his contract—written or unwritten—to remain in the service of his employer until the period of his apprenticeship expires. And it is obviously both in his own and the national interests that he should

Sheriff Fyfe.

Lord Dewar.

"implement his contract When he becomes a skilled workman he will command a relatively high wage for himself, and his skill will be a real national asset. It is not surprising, perhaps, that many young men should fail to appreciate this, and be prepared to sacrifice their future for an immediate gain. But there is nothing in the Munitions Acts to sanction interference with a contract of apprenticeship, unless such interference is proved to be in the national interests; and I think the tribunal exercise a wise discretion in refusing such appeals There may, of course, be exceptions, but I think it is a sound general rule to decline to permit an apprentice to abandon his education as a skilled workman in order that he may engage in unskilled labour And the day will probably come when the disappointed apprentice will recognise that, whatever his sentiments may be in the meantime."

M'Kie & Baxter v. Barrie, 1916, S.A.R.
vol 1., p 23

The Munitions Act, section 5 (5), directed tribunals, in considering applications for leaving certificates, to have regard to whether an applicant had "recently completed a term of apprenticeship" A question arose as to the meaning of "completed" It was held that a workman had "completed" his term of apprenticeship in the statutory sense, notwithstanding that he might, in respect of a custom of trade, or agreement with employers, be under the economic disability of not yet receiving the full standard rate of wages in his trade "It is well known that in a good many trades there is an interval between the time when a man completes his apprenticeship and the time when he obtains the full standard rate of wages That time no doubt varies in different trades, and possibly in different localities; but during that time it appears to me that the man is a man who has recently completed his apprenticeship."

Justice Atkin

Donaldson v. Kearns & Co, Limited, 1916,
E A.R., vol. i., p. 143.

II. ARBITRATION.

(1) Meaning of "Difference."

The appeal tribunal in Ireland held that a "difference" arises at the point of time at which employers and workmen first disagree upon a matter. In a shipbuilding yard men were working upon a recognised starting and closing hour. The employers posted a notice that work would commence and cease fifteen minutes earlier after a named day. On that date the men came in at the usual hour. Having for this to lose an hour, they did not work that day. This was repeated on several days. The employers then prosecuted the men under section 2 of the 1915 Act for taking part in a strike. The local tribunal convicted. The workmen appealed. The appeal tribunal held that the employers were not entitled—after a difference had arisen, which should have been reported to the Board of Trade—at their own hand to alter the terms of the contract of service, and that the men were entitled to resist this attempt to alter their working hours. After pointing out that the prime object of the Munitions Act was "to afford a means of avoiding and settling disputes, which, if allowed to go on, would lead to ill-feeling, followed by strikes or lock-outs, and so to delay in the production of what the State most required," the appeal judge said that the Act must be read and interpreted with that object in view. "To any one recognising the objects and policy of the Act, it would appear legitimate to assume that what was aimed at by the Legislature was a settlement of disputes at their initial stages, and I know of no easier way of making a settlement difficult than to allow either party to a dispute to act to the prejudice of the other, pending an attempted settlement. . . . It would be impossible to work the Act at all if either party could, after a difference had arisen, act on his view of the rights of the situation, and at the same time bind the other party by the limitation on his rights contained in the Act. I have come to a clear conclusion in the matter, and hold that the 'difference' referred to in sections 1 to 3 of the

Justice Pim

"Act is the difference when it is first apprehended or comes into existence as a 'difference,' and that, once such a difference exists, neither masters nor man have any right to make any changes in the matter concerning which the difference exists, without first of all making application to the Board of Trade under section 1 of the Act."

George v. Larne Shipbuilding Company, 1917,
E.A R , vol. ii., p. 82.

(2) Form of Award.

Justice Atkin. A difference regarding wages for overtime, night work, and Sunday work was referred to a single arbiter. A dispute arose as to the meaning of his award. One of the parties having written to the arbiter, he wrote a letter in explanation of the award. Held that the question whether an award had been implemented must be determined upon a construction of the award itself, and that the arbiter's explanatory letter should not have been received in evidence. "It is very important that the award of an arbitrator should be made in perfectly clear language, and also that the tribunal should consider the award, and the award only, because the question whether or not a person has been guilty of non-compliance with the award depends upon the true construction of the award only, and not upon evidence of any statements made outside the award; and therefore further communications from an arbitrator are not admissible as evidence in order to determine the meaning of an award. In saying that I want to make it quite clear that there is no technical rule governing awards made under this statute. So long as an award is an award, it can be made in any form. If there is a doubt as to the meaning of an award, it is open for either party to ask the arbitrator to say what it means; but the arbitrator ought not in my opinion to accede to such an application without the consent of the other party. I think that in most cases the other party would consent to the arbitrator stating what he meant by the award; but such a communication does not form part of the

" original award, and, if criminal proceedings are taken
 " against either party for non-compliance with the award,
 " ought not to be taken into account by the tribunal. If
 " there is a genuine dispute between the parties as to the
 " meaning of an award, and such difference is reported to
 " the Ministry of Labour, it is competent for the Ministry
 " to promote a settlement of the difference by referring it
 " to the arbitrator to state what he meant by the award.
 " In that case, however, the decision of the arbitrator would
 " be a second award, non-compliance with which would con-
 " stitute an offence. I think that such machinery ought to
 " be adopted in deciding questions arising as to the meaning
 " of an award. . . . I desire to emphasise the point that in
 " my opinion it is very important that awards made under this
 " statute should be carefully considered by the arbitrators,
 " and expressed in such clear language that there can be
 " no doubt as to their meaning."

Proudlar v. Yorkshire Copper Works, Limited,
 1918, E A R , vol. ii., p. 9.

The new Ministries and Secretaries Act, 1916, transferred to the Ministry of Labour the powers of the Board of Trade under section 1 of the Munitions Act, 1915. An apprehended difference was reported to the Ministry of Labour. The Ministry got the parties to enter into an agreement—that the Committee of Production should, at intervals of four months, deal with the question of wages. The Committee made an award. A workman complained against employers that they had not implemented this award. A local tribunal held that, as the award was the result of agreement promoted by the Ministry of Labour, and not an award made in reference by the Board of Trade, the tribunal had no jurisdiction to entertain the complaint. On appeal, this decision was reversed; and it was held that the difference had been referred to the Committee on Production under Schedule I of the 1915 Act. " No doubt that agreement
 " was come to between the parties, but it appears to me that
 " it was none the less obtained by the Ministry of Labour,

Justice Atkin.

"and that the matter was referred for settlement by the
 "Ministry of Labour to the Committee on Production; and
 "none the less referred because, being an apprehended dispute, the questions were to be considered by the Committee
 "on Production from time to time That method of dealing
 "with the matter seems to me to be a very judicious proceeding, and certainly well within the spirit of the Act,
 "and also in my opinion within the plain words of the
 "Act. I do not think it is straining the language of the
 "Act to say that, in the events which have happened, there
 "was a reference of the matter for settlement to the Committee on Production. If that be so, there was an award
 "within the meaning of the Act, and the only question is
 "whether or not there has been a breach of that award "

Dougherty v. Harland & Wolff, Limited,
 1918, E A.R., vol. iii., p 1

III. EMPLOYMENT ON MUNITIONS WORK.

(1) Meaning of "Employed."

Section 7 of the 1915 Act prohibited any person giving "employment" to a workman who had within six weeks "been employed" on munitions work, unless the workman produced a leaving certificate from his previous employer. A workman had been in the service of employers who were doing munitions work, but for six weeks he had been absent through illness, and had not actually been engaged on munitions work, because had not been working at all, and during the six weeks he had not been paid any wages. A local tribunal granted him an exemption certificate, on the ground that he had not within the last six weeks been actually doing munitions work, although a service contract might exist, holding that the restriction upon the workman must be strictly construed, and that the words "been employed" meant that actual munitions work had been done by the workman, not merely that the workman was in the employ-

APPEAL TRIBUNALS' DECISIONS. 277

ment of a firm doing munitions work. An appeal against this decision was dismissed.

Perris v. Wolseley Motors, Limited, 1917,
E.A.R., vol. ii., p. 48.

A workman (Green) gave up industrial work, and became the tenant, under a firm of brewers, of an inn, under a tied house agreement, which required him to personally reside on the premises, and keep them open as licensed premises. The brewers were charged with contravening section 7 of the 1915 Act by "employing" Green to run their inn, without his having produced a leaving certificate. A general munitions tribunal convicted. On appeal, the conviction was quashed, the appeal judge holding that "employment" in section 7 of the 1915 Act meant employment under a service contract, and that the tied house tenancy agreement was not that. "To my mind the right view of the language used is that a person shall not give employment to a workman under a contract of service It is true that the particular contract in this case may prevent Green from carrying on his former occupation as a munitions worker, but the Acts do not in express terms provide that a person commits an offence who shall enter into a contract with a munitions worker, which prevents him from carrying on that occupation."

Justice Atkin.

*Alderson & Co., Limited v. G. F. Smith,
Limited*, 1917, E.A.R., vol. ii., p. 52

The arbitration provisions of the 1915 Act, and other sections of the statutes, apply to workmen "employed on or in connection with munitions work." In a case arising under the compensation for dismissal clause of the 1916 Act workmen who were regularly employed on or in connection with munitions work were held within the section, irrespective of the extent of such employment. "The question is whether the contract of service is terminated in respect

1915 Act, s 3.

1916 Act, s 5
(3).

Justice Atkin.

“ of a workman who is employed on or in connection with
 “ munitions work. To my mind, on a proper construction
 “ of this section, there is no ground for interposing such a
 “ qualification as ‘substantially employed.’ The question
 “ is whether the workman, in fact, is or has been employed
 “ on or in connection with munitions work. I think if it is
 “ found that the workman has in fact been employed on
 “ munitions work that that is all that is necessary to give
 “ him the rights which are given under this section. It
 “ might be impossible to say when a workman has been
 “ wholly employed in connection with munitions work, and
 “ I see no reason for interposing any qualification upon the
 “ word ‘employed’ as used in the section. All that the
 “ tribunal has to consider is whether the workman was em-
 “ ployed on or in connection with munitions work. In dealing
 “ with that question, of course, the tribunal has to consider
 “ the circumstances under which the man was employed.
 “ He must be substantially employed, in this sense that the
 “ employment must be a matter of substance, and not a mere
 “ matter of shadow or form—he must, in other words, in
 “ fact, be employed.”

*Whittingham v New Liverpool Rubber Co.,
 Limited, 1917, E.A.R., vol. 11, p. 98*

A workman was engaged and paid by a firm not themselves engaged in munitions work, but they sent him to assist in the erection of a munitions factory which another firm were constructing. He worked under the supervision of the foreman of the firm who had engaged him, and he was dismissed by that foreman without a week's notice. Held that he was entitled to compensation in respect that he was employed on or in connection with munitions work in an establishment of a class to which section 7 of the 1915 Act had been applied by order of the Minister, and that he accordingly fell within the scope of section 5 (3) of the 1916 Act.

*Rawnsley v. Bradford Dyers' Association,
 1916, E.A.R., vol. i., p. 103.*

Held that only a worker employed on or in connection with munitions work and in an establishment to which section 7 of the Act of 1915 had been applied by order of the Minister of Munitions, fell within the scope of section 5 (3) of the 1916 Act.

Boyns v Mowlem & Co., Limited, 1916,
E.A.R., vol. i., p 228

M'Nuell v John Ross & Co. (Appeal by
Minister of Munitions), 1917, S.A.R.,
vol. 1., p. 56.

(2) Meaning of "Munitions Work."

In section 9 (1) of the 1916 Act "munitions work" is defined as "the manufacture or repair of arms, ammunition, "ships, vessels, *vehicles*, and aircraft, and any other articles "or parts of articles (whether of a similar nature to the "aforesaid or not) intended or adapted for use in war." A workman in the service of a firm of wagon builders was substantially engaged upon the work of repairing wagons, although some part of his time was spent in lifting wagons. The wagons were for the use of collieries, for the conveyance of their coal on the railway main lines. The workman sought a leaving certificate on the ground that, as a skilled workman, he ought to be employed only at his own trade, and that wagon lifting in which he was partially engaged was labourer's work. The local tribunal held that the workman was not substantially employed on "munitions work." On appeal it was held that the work of repairing such wagons was "munitions work" within the meaning of the statutory definition. "I am clear that the words 'for use in war' Justice Atkin.
"should not be limited to use in the face of the enemy, or
"within the district of warlike operations. There was no
"dispute that use in this country for furthering the prosecu-
"tion of the war, as for instance by conveying munitions
"or troops from an inland centre to a port of embarkation,
"or conveying materials to a factory for the purpose of being
"manufactured into arms and ammunition, would be use in

“ ‘ war ’ within the meaning of this definition. . . . The
 “ question therefore remains were they ‘ adapted for use in
 “ ‘ war? ’ What is the meaning of ‘ adapted ’ in this context?
 “ I cannot accept the view contended for that ‘ adapted ’ here
 “ means made fit by some alteration in structure or design.
 “ Such a meaning assorts ill with the preliminary words
 “ ‘ manufacture or repair of articles adapted,’ and I think
 “ is plainly inadmissible. ‘ Adapted for use ’ means, I think,
 “ ‘ suitable for use,’ but it means in this context something
 “ more than merely capable of use. So far-reaching are the
 “ efforts of the belligerents in this war that there is hardly
 “ anything on the earth, in the air, or in the waters that could
 “ not under some circumstances be described as an article
 “ capable of use in war. I think the word denotes fitness in
 “ some high degree to be determined on the facts in each
 “ particular case, taking into consideration, amongst other
 “ things, the extent to which articles of the particular class
 “ are in fact employed in war, the probability or otherwise of
 “ articles of the class in question being required by the mili-
 “ tary authorities, and the importance or unimportance of the
 “ articles in ‘ furthering the efficient manufacture, transport,
 “ ‘ and supply of munitions for the present war.’ ”

1915 Act,
 Title.

*Shaw v Lincoln Wagon and Engine Com-
 pany, Limited*, 1916, E A.R., vol. i, p.
 11.

Justice Atkin.

Workmen employed in the locomotive repair works of a railway company, repairing railway engines, held to be employed on munitions work, in respect that railway locomotives are articles intended or adapted for use in war. “ The ques-
 “ tion is whether or not railway engines used by a railway
 “ company are articles intended or adapted for use in war
 “ so as to constitute the repair of such railway engines
 “ munitions work within the meaning of section 9 of the
 “ Act of 1916. I have already decided in *Shaw v. Lincoln*
 “ *Wagon and Engine Company* that ordinary coal wagons
 “ used on railways are such articles, and it seems to me to
 “ follow as a matter of course that railway engines are also

"articles which are adapted for use in war, within the meaning of the construction that I put upon those words in *Shaw v. Lincoln Wagon Company*."

Briggs, &c. v. London and South-Western Railway Company, 1916, E.A.R., vol. i., p. 43

Workmen were employed by a firm, the bulk of whose business was the manufacture of girders or constructional steel work, which they supplied to another firm who used the articles so supplied to them for the construction or repair of buildings in which munitions work was or was intended to be carried on. But, under their contract with the construction firm, the manufacturers of the steel girders, &c., not only supplied the constructional steel work, but undertook to fit it up. This was held to be substantially a contract for construction of buildings, and so to be munitions work within the meaning of section 9 (1) (b).

1916 Act,
s. 9 (1) (b).

Sandberg, &c. v. Dawnay & Sons, Limited, 1916, E.A.R., vol. i., p. 70.

An order, made under section 7 of the 1915 Act, applied the leaving certificate provisions to "any establishment being a factory or a workshop the business carried on in which consists wholly or mainly in engineering, shipbuilding, or the production of arms, ammunition, or explosives, or of substances required for the production thereof."

Order, 14th
July, 1915.

A firm manufactured insulating materials for use in connection with the construction of electrical machinery, and also, out of that material, made various parts of the electrical machinery itself, using in the process a number of machines; the bulk of the output being made to Admiralty and War Office specifications. Held that the work of this firm fell within "engineering" as that term is used in the order. "I do not think it is necessary, nor do I think it advisable on the facts before me, to define exhaustively the word 'engineering' as used in the order of the Minister of Munitions. I think in ascertaining the meaning of that

Justice Atkin.

"word it must be read in reference to and in connection with
 "the definition of 'munitions work' contained in section 9
 "of the Act of 1916 . . . I think it is plain that a
 "good deal of the work that is described in that section
 "would be included ordinarily in the use of the word
 "'engineering'—that is to say, the construction, alteration,
 "or repair of works of construction and buildings for naval or
 "military purposes, and the construction of docks and har-
 "bours would be included in the word 'engineering.'"

*Mayne v. Micanite and Insulators Company,
 Limited, 1916, E.A.R., vol. 1, p. 1.*

A carting contractor held a standing contract to do the carting work for a controlled establishment doing munitions work. The carting contractor was not bound to send any particular men for this work, but, as matter of fact, six men had been for a long time allocated to this work, and, although they had been engaged and were paid by the carting contractor, they were daily, and wholly, engaged in the work of carting raw material into, and manufactured munitions out of, the munitions factory. Having a dispute with their own employer, the carting contractor, these six men ceased work. They were convicted by a munitions tribunal of contravening section 2 of the 1915 Act by taking part in a strike. On appeal they contended that they were not employed on or in connection with munitions work, but it was held that they had been properly convicted, in respect that they were employed "in connection with munitions work within the meaning of section 3 of the 1915 Act, as amended by section 9 of the 1916 Act. The sections were obviously designed to prevent interference with the output of munitions by a strike on the part of those who are either employed on munitions work or in connection with it. The question is, not who employed or paid the workmen, but what was the nature of the employment? If it is connected with munitions work, a strike is forbidden."

Lord Dewar

*Preston, &c. v. Knox, 1916, S.A.R., vol. i,
 p. 39.*

In another case the ruling in *Preston v. Knox* was followed

Kerr Bros. v. Straton, 1917, S A.R., vol 1.,
p 91.

The definition of munitions work includes "the construction, alteration, or repair of works of construction and buildings for naval and military purposes." A limited company had been formed for the purpose of taking over certain canteens, and running them as one organisation. The company had warehouses for storing provisions, for distribution to the various canteens. A workman engaged upon the repair of one of these warehouses was dismissed without a week's notice. Held that he was entitled to an average week's wages, as having been employed on or in connection with munitions work. "This is a building which is managed by a limited company, which has been constituted by the military authorities, for military purposes, which is kept under the control of the military authorities; and is concerned in that which is an essential part of the duties of the military authorities, namely, in feeding the troops who are engaged in His Majesty's service. Under those circumstances, when I find that the building is itself under the direct control of the Board, and that the Board is itself, although a separate corporation, under the control of the Army Council, and that the work in the building is work which is essential for military purposes, I think the right view is that a person engaged in the repair of that building is in fact engaged in munitions work."

1916 Act, s. 9
(1) (b).

(1917 Act, s. 3
(1).

Justice Atkin.

Knight v. Navy and Army Canteen Board,
1917, E.A.R., vol. 11., p 139

An order of 14th July, 1915, applied the leaving certificate provisions of the Act to any establishment being a factory or a workshop the business carried on in which consists wholly or mainly in, *inter alia*, "shipbuilding." A workman was employed in an establishment where barges were built, which were used, on an inland canal, for conveying

Order, 14th
July, 1915.

material to munitions factories. *Held* that he was within the order and required a leaving certificate.

Bayliss v. Worsey, Limited, 1917, E.A.R.,
vol. ii., p. 68.

IV. MUNITIONS TRIBUNALS.

(1) Jurisdiction.

Order 1061.

Section 1 (1) of the 1917 Act empowers the Minister of Munitions to make orders as to remuneration. On 12th October, 1916, the Minister made an order entitling to a bonus of 12½ per cent. time workers who were "fully qualified skilled engineers and moulders." Certain members of the sheet metal workers society complained against their employers that they had contravened this order in respect that they had not paid the bonus till January, 1918, instead of as from 12th October, 1917. The employers challenged the jurisdiction of the tribunal to entertain the complaint, in respect that a special arbitration tribunal had been set up under section 8 of the 1916 Act, but the workmen refused to submit to that arbitration tribunal the question whether they were entitled to this bonus. The local tribunal sustained their jurisdiction, and held complainers entitled to the bonus as from October. In a written judgment the chairman said—

Sheriff Fyfe.

"The first contention of the complainers is that a munitions tribunal is a statutory tribunal, to which has been relegated certain definite duties, one of which is to decide whether a person has committed any of the offences created by the statute. They urge that the munitions tribunal, as a statutory Court of law, is bound to decide any relevant complaint brought before it, which deals with a matter within the scope of its jurisdiction; that the order 1061 is an order made by the Minister of Munitions; and so a complaint for failing to obey such an order is a competent complaint before this tribunal; that the 1917 Act itself section 1 (2), expressly recognises the competency of this complaint, for it provides that failure to comply

“with order 1061 shall be punishable as if it were failure to
 “implement an award made under Part I of the 1915 Act;
 “and that the only tribunal which can impose a penalty
 “under Part I. is a munitions tribunal. This appears to be
 “a sound argument. No doubt the Minister of Munitions
 “was empowered by section 8 of the 1916 Act to constitute
 “special arbitration tribunals, to deal with certain differences
 “which might be reported under Part I., but that power
 “applies only to differences which relate to matters on
 “which the Minister is empowered to give directions under
 “section 6 of the 1916 Act (female workers) or section 7 of
 “the 1916 Act (semi-skilled and unskilled workmen).
 “Section 8 of the 1916 Act does not qualify the 1915 Act
 “at all as regards *skilled* workmen, and the complainers
 “here are admittedly all skilled workmen, and so this
 “tribunal must entertain the complaint. There is a broader
 “question, however, than a mere question of jurisdiction
 “involved in the present case, for there is not a *difference*
 “at all to refer to any tribunal. Part I of the 1915 Act
 “applies to differences as to rates of wages, hours of work,
 “or otherwise as to terms or conditions affecting employ-
 “ment. But order 1061 does not create any such difference,
 “and there is nothing to refer to arbitration. The only
 “question here is whether the respondents have obeyed order
 “1061. That, of course, involves the question whether the
 “complainers are time workers within the meaning of the
 “order. Now, this order differs from other orders which
 “the Minister has made, in that it is not an order giving
 “directions to workmen employed at scheduled establish-
 “ments, or establishments to which the order may be applied.
 “It does not need to be applied, as such orders usually do.
 “It is an order granting a *direct* bonus to workmen of a
 “certain class, who are paid at time rates, and who are
 “engaged on or in connection with munitions work, wherever
 “they may be working. The usual question accordingly
 “which arises in complaints for non-fulfilment of orders,
 “namely, does the order apply to the establishment where
 “certain men are employed, does not arise in the present
 “case. The only question which does arise is whether the

“complainers belong to the class covered by the order. That class is fully qualified engineers and moulders. These belong to the engineering group, which the Committee on Production have recognised as the class which is usually described briefly, in orders and awards, by the generic term engineer. An engineer does not necessarily work always, or only, in an engineering shop. Engineers are employed in all sorts of industrial establishments, on railways, on dock maintenance work, and on many forms of munitions work, and ‘engineering,’ both in its dictionary meaning and in the industrial sense, is a term of very wide significance, as was recognised in the earliest case decided by the appeal tribunal. I think that ‘engineer,’ in order 1061, falls to receive the same broad interpretation as Mr Justice Atkin gave to the term ‘engineering’ in the order of 14th July, 1915 (*Mayne v. Mekanite and Insulators Company, Limited*, 1916, E.A.R., vol. i, p. 1). In the opinion of this tribunal the complainers are workmen to whom order 1061 applies, and this being so, they became entitled to the 12½ per cent bonus at 12th October, 1917, and, as the employers have not paid it for the period between 12th October, 1917, and 1st January, 1918, they are guilty of the offence charged.” In sustaining (on other grounds) an appeal against this judgment the appeal judge said—

“No argument was submitted upon the plea that the munitions tribunal had no jurisdiction to deal with the complaint. That contention cannot be maintained. The Minister of Munitions has, however, intervened, and maintained that sheet metal workers do not come within order 1061. That order refers to skilled engineers and moulders. I am unable, in construing the order, to give the expression skilled engineers or moulders the extended significance which the munitions tribunal have attributed thereto. It remains, however, to be considered whether sheet metal workers are included in any of the occupations specified in the circular issued in October, 1917, by the Minister of Munitions. I am unable to find that they are so included. The claim of sheet metal workers to the 12½ per cent bonus was dealt

Lord Hunter

“ with by the Committee on Production, who, by award
 “ dated 8th February, 1918, found that these workers should
 “ receive the bonus as from 1st January, 1918. The re-
 “ spondents have, as I understand, in fact paid their sheet
 “ metal workers the bonus as from that date. I do not think
 “ they failed to comply with the directions of the Minister
 “ of Munitions in order 1061, by not paying the bonus
 “ between October, 1917, and January, 1918. The appeal
 “ therefore falls to be sustained ”

Harvey & Co., Limited v Sanders (for sheet
 metal workers), 1918, S.A.R., vol 1.,
 p 147.

Similar cases arose upon complaints by certain employees of the Clyde Navigation Trust, including the harbour diver, two slaters employed in harbour maintenance work, five fitters employed in the harbour workshop, a blacksmith and his striker similarly employed. They all claimed the 12½ per cent. bonus from 12th October, 1917, and, not getting it, they brought complaints charging their employers with failing to obey the order 1061. The employers pled (1) that the munitions tribunal had no jurisdiction, which plea the tribunal repelled for the reasons explained in *Harvey's* case, *supra*, (2) that the complainers were not entitled to the 12½ per cent bonus as at 12th October, 1917, which plea also the tribunal repelled, and convicted the employers. Appeals were noted in each case. The appeal judge dealt with all the cases as one appeal, and, in refusing the appeal and sustaining the convictions he said—“ The first ground of appeal ” Lord Hunter.
 (no jurisdiction) “ was not insisted in before me It was
 “ admitted that no such difference as was contemplated by
 “ the section had arisen The appellants were well advised
 “ not to insist on this plea. As is pointed out by the chair-
 “ man of the tribunal, a complaint for failure to comply
 “ with the order was a competent claim before the tribunal,
 “ who alone can impose a penalty for non-compliance with
 “ the order. In considering whether an offence has been
 “ committed, the tribunal must construe the order, and I do

"not see that they were asked to do more in the present
 "case. The tribunal, in dealing with this part of the
 "case, have held that section 1 (2), authorising the con-
 "stitution of a special arbitration tribunal, is applicable
 "only to semi-skilled, unskilled, or female workers. This
 "point was not argued to me, and it is not necessary for me
 "to determine it. I reserve my opinion upon it. The ques-
 "tion whether the respondents, or any of them, are entitled
 "to the bonus as from October, 1917, is attended with con-
 "siderable difficulty. In terms of the order the bonus is
 "conferred upon qualified skilled engineers and moulders.
 "I take it to be established that all the respondents were
 "skilled workmen engaged on munitions work, and paid at
 "time rates. That, however, is not sufficient to bring them
 "within the order. One of the respondents is the harbour
 "diver, two are a blacksmith and his hammerman, and five
 "of them are fitters. Using the language of the order in
 "its ordinary sense, I should not say that any of these men
 "were skilled engineers or moulders. No doubt the word
 "'engineering,' as pointed out by the chairman, in its dic-
 "tionary meaning and in its industrial sense, is a term of
 "very wide significance. This was recognised by Mr. Justice
 "Atkin in the case of *Mayne v. Mearns and Insulators Com-*
 "*pany, Limited*, 1918, E.A.R., vol. i., p. 1, but I do not
 "see that the decision in that case has much bearing upon
 "the present case, or enables one to determine whether
 "the respondents come within the terms of the order. Many
 "of the workmen employed by an engineer, or in connection
 "with engineering work, are not skilled engineers. They
 "are just as little entitled to be considered skilled engineers,
 "or engaged in engineering work, as are some of the em-
 "ployees of a contractor, who undertakes work of con-
 "struction, entitled to be held as engaged in the building
 "trade.

"If the case rested upon the order alone I should consider
 "that the argument submitted by counsel for the appellants
 "was unanswerable. He founded in particular on the refer-
 "ence to fitters in the order as indicating that they were
 "distinct from the class to which the order referred. That

"is certainly a reasonable inference from the words making the district rate of wage earned by a fitter or turner the criterion of the wage qualification of a skilled engineer to whom the order refers. The Ministry of Munitions, however, issued a circular letter, dated in October, 1917, with reference to the order No. 1061. That circular was issued for guidance in the application of order No. 1061 to indicate certain occupations in which skilled men employed under the conditions prescribed in the order are entitled to the bonus of 12½ per cent. The occupations include those of blacksmiths, borers, fitters, and many others. By issuing this circular I think that the Ministry of Munitions must be held to have indicated that under the term skilled 'engineers and moulders' they intended to include many workmen who would not naturally fall under the specified category. The effect of the circular is to extend the order, and the appellants are just as much bound to observe its provisions, in their extended sense, as in their narrower, and, as I think, more natural, sense. The circular, moreover, is, in my opinion, destructive of the argument submitted for the appellants on the construction of the order, and justifies me in refusing the appeal."

Clyde Navigation Trustees v. Mackenzie and Others, 1918, S.A.R., vol. i, p. 142

(2) Form of Complaint.

A workman applied to a local tribunal for a leaving certificate under section 7 of the 1915 Act. Under the heading "grounds upon which the complaint is made," he filled in only a complaint about wages. At the hearing, evidence in regard to other matters was led, the employers representative not objecting. A certificate was granted. *Held* on appeal (1) that the statute is complied with if a complaint states the ground of complaint (the complaint on a printed form in this case bearing, in the statutory words of section 7 (2), that a leaving certificate was unreasonably refused);

Lord Dewar.

(2) that a local tribunal is entitled to inquire into the whole circumstances; (3) that if the complainer has not disclosed his whole grounds, in the complaint the employer may ask for an adjournment, but (4) that, if he does not do so, he is not entitled to afterwards lead proof before the appeal judge. "On the general question as to whether the tribunal was right in hearing evidence on the whole case, I am of opinion that it was. It is, of course, very desirable and convenient for the parties and the tribunal that the grounds upon which the complaint is founded should be clearly and fully stated. But a workman cannot be expected to present his case with legal precision, and accordingly the Act does not require him to furnish any details at all. It evidently assumes that he may frequently not have the benefit of legal assistance, and accordingly clause 7 as amended and read with the relative rule (4) provides that where he has failed to obtain a certificate from his employer he 'may lodge a complaint with a munitions tribunal.' There is nothing said about stating his ground of complaint. It is sufficient if he lodges a complaint. The workman in this case did so, stating that a certificate had been 'unreasonably refused.' That was the essential matter, and I think it was sufficient. Then the clause provides that where a workman has lodged a complaint the tribunal may 'examine into the case.' The tribunal did so in this case, and heard all that both parties had to say. I think they took the proper course, and I have no reason to believe that they did not reach a just conclusion."

Inglis & Co., Limited v. Walker, 1916, S.A.R., vol. i., p. 10.

Trib. Rule 11
(1).
Trib. Rule 12
(1). "

When a complaint is lodged with a munitions tribunal it is the duty of the chairman or a person appointed by him to notify parties of the time and place fixed for hearing the complaint. This should include notice to the respondents of the nature of the complaint made against them. But that a mistake may have been made in notifying the nature of

the complaint need not prevent the tribunal dealing with the real complaint.

Rutter v. Henley's Telegraph Works Company, Limited, 1917, E A.R., vol. ii., p. 91.

A workman, recently out of his apprenticeship, sought in August a leaving certificate in order to go to sea as a marine engineer. Although this was the only ground stated in the complaint, the question of wages was raised before the tribunal, which inquired into what was the full standard rate of his trade, what he was being paid, and what he expected to get as a marine engineer. A certificate was refused by the tribunal. In September the workman again applied for a leaving certificate, stating this time as his ground that he had recently completed his apprenticeship and desired to obtain the full standard rate of wages applicable to fully qualified workmen in his trade or occupation. The local tribunal refused a certificate, in respect that, there being no change of circumstances, and the tribunal having fully considered all the circumstances, including the ground now stated, in the previous application, only a few weeks before, they were not bound to re-hear the application. On appeal this was confirmed. "The assessors found as a fact Justice Atkin.
"that the matters raised on the second complaint were the
"same as those before the tribunal on 31st August, and that
"no new circumstance had occurred in the interval to alter
"the workman's case. The chairman accordingly held that
"the matter was *res judicata*, and the tribunal refused a
"certificate. I think it is a little unfortunate to talk about
"*res judicata* as regards an application of this kind, which
"is provided for the relief of workmen, and I do not think
"it wise to introduce into proceedings in connection with
"these complaints all the technical rules relating to causes
"of action, and the principles upon which, in an ordinary
"case between parties, one comes to the conclusion that a
"cause of action is or is not *res judicata*. But, at the same
"time, I think that, as a matter of mere administration, it

292 APPEAL TRIBUNALS' DECISIONS.

"is plain that the tribunal is not bound to hear *de novo* an application which has been already determined upon the same materials "

Swales v. Great Eastern Railway, 1916,
E.A.R., vol. i., p. 189.

The secretary of a trade society brought a complaint against employers, charging them with having (1) failed to notify workmen, in terms of article 7 of Schedule II. of the 1915 Act, of a change of working conditions, made by introducing women to do work previously done by skilled workmen; (2) failed to pay the women the rates prescribed in orders regulating the remuneration of women. The local tribunal found these charges established in fact, and convicted, and imposed a fine of £5 for each offence. The employers appealed, on the ground (1) that the complaint was wanting in specification, and (2) that in any event the munitions tribunal should not have entertained the complaint as regards the remuneration of the women, because a special arbitration tribunal had been set up to deal with questions arising in regard to women's pay. As regards the complaint form, the chairman in his report stated that the practice of the munitions tribunal was to grant an adjournment if a complaint was so laid as not to enable a party to state a proper answer, but that no adjournment was asked for in this case, and in point of fact the facts were not in dispute, and the employers were in no way prejudiced by any lack of specification in the complaint. In repelling both grounds of appeal the appeal judge said, " In my opinion, the course followed by the munitions tribunal is quite a proper course. I agree with the chairman that the appellants suffered no prejudice by any lack of specification. I think, therefore, that the first ground of appeal falls to be repelled. The second ground of appeal is that the matter involved in the complaint should be referred to a special arbitration tribunal constituted under section 8 (1) of the 1916 Act. That tribunal has to deal with *quasi* administrative questions, as to the rates of wages of women and semi-skilled

Lord Hunter

“ and unskilled labour employed in controlled establishments
 “ Where a question properly arises for determination by this
 “ tribunal, I think it would be quite proper that a munitions
 “ tribunal should refuse, or sist, a complaint brought before
 “ it. Upon the facts as explained by the chairman in his
 “ findings, note, and report, I am unable to see that any such
 “ question arose in the present proceedings. The chairman
 “ explains that the tribunal found that the appellants were
 “ not, in fact, paying the stipulated wages to the women
 “ employed by them on the work mentioned. I understand
 “ that the appellants admitted that I could not interfere,
 “ if the tribunal had found that this work was customarily
 “ done by fully skilled tradesmen. They contend, however,
 “ that the finding in fact that the work had prior to the
 “ employment of women been performed by men who were
 “ members of the complainer’s trade union, or apprentices
 “ to that trade, shows that there is an ambiguity about the
 “ order, which necessitates determination by a special arbitra-
 “ tion tribunal I am unable to take this view. The fact
 “ that apprentices were employed on the work did not remove
 “ it from the category of work customarily done by fully
 “ skilled tradesmen. I think that the tribunal was entitled
 “ to take the course which they did, and that the appeal
 “ ought therefore to be dismissed ”

*Fairfield Shipbuilding and Engineering
 Company, Limited v. Richmond, 1918,
 S A R , vol i., p 126*

Three weeks after dismissal, workmen made a claim for compensation. The local tribunal refused to entertain it, as it had not been timeously made. On appeal that judgment was recalled in the special circumstances of that case, and particularly the employers’ failure to report the dismissal to the Labour Exchange, as required by section 5 (3) of the 1916 Act; but the appeal judge remarked—“ It is true, as the
 “ appellants say, that no limit of time within which a claim
 “ must be lodged is specified in the Act But it is in the inter-
 “ ests of both workers and employers, and is clearly in accord-

Lord Dewart.

294 APPEAL TRIBUNALS' DECISIONS.

“ance with the spirit and intention of the Acts, that all claims should be lodged and disputes settled with the least possible delay, and any claim which is unreasonably delayed ought to be rejected. It is not, I think, possible to lay down any general rule as to what constitutes unreasonable delay. That must depend upon the circumstances of each case”

Maclean and Others v. Yarrow & Co., Limited, 1916, S.A.R., vol. 1, p. 5

A workman can be convicted only of an offence of which he has had notice, but if he, without asking an adjournment, elects to answer to some other offence, he is held to waive objection to the complaint.

Shelton Iron and Steel Company v. Hassall, 1916, E.A.R., vol. 1, p. 208.

(3) Procedure.

Rule 12 (1)
Proviso,
p. 114, Eng.;
p. 131, Scot.

A party to a complaint under the Leaving Certificate Regulations did not necessarily require to appear, but might send a letter to be “considered” by the local tribunal. This privilege has been retained in the 1917 Act as regards complaints claiming compensation for dismissal without a week’s notice. Employers did not appear, but sent a letter. The workmen did appear, and gave evidence on oath. The local tribunal awarded compensation. The employers appealed, and desired to lead evidence before the appeal tribunal, to justify the dismissal of the men, explaining in the notice of appeal that they did not attend before the local tribunal “owing to pressure of war work” They founded upon appeal tribunal rule 19 (3), which empowers the appeal judge to “order any witnesses who would have been compellable witnesses before the munitions tribunal to attend and be examined on oath before him, whether they were or were not examined before the munitions tribunal.” The appeal was dismissed “The appellants admit that they dismissed the respondents for careless and inefficient workmanship. That is a grave charge which may involve serious

Lord Dewar.

“consequences for workmen, and should never be made without conclusive evidence to support it. The workmen immediately complained, and the appellants received notice when the case was to be heard. If they had evidence to support the charges they clearly ought to have produced it. They did not appear at the hearing, and were not represented. The workmen appeared, and gave evidence on oath. There was no evidence against this except the appellants’ statement in writing. Such a statement will always be considered. It is generally helpful, and sometimes sufficient. But in a case of this kind it was clearly insufficient. Proof of misconduct must always be clear and convincing, and in this case there was really no proof at all. The appellants state that ‘owing to ‘pressure of war work’ they were unable to attend the Court, and they ask for a further opportunity of leading evidence. I cannot give effect to that plea. This Court has wide powers, and may, if it thinks right, call for further evidence. But such powers ought to be exercised with discretion. Further proof can only be allowed in very exceptional circumstances. I do not think the circumstances here are exceptional. I assume the appellants are working strenuously; but so are all who are engaged in munitions work. And if ‘‘pressure of war work’’ were to be accepted as a good ground for permitting a new trial, there would be no limit to new trials, and the work of the Munitions Court would get into great confusion.”

Ritchie, Graham & Milne v. Dougan, &c,
1916, S A R., vol i, p. 8.

Where a complaint does not relate to a statutory offence, the tribunal is entitled, but is not bound, to take evidence on oath. “I think if a munitions tribunal in a case of Justice Atlan. this kind desires to examine any witness upon oath in a particular case, there is power to do so, though it is not expressly given by the munitions tribunals rules; but “I do not think it is necessary that it should be done

" I should think in the majority of cases such a procedure
 " would be very inconvenient. As far as complaints in
 " respect of *offences* under the Act are concerned, different
 " considerations arise."

Kinder v. Delta Metal Company, Limited,
 1916, E.A.R., vol. i., p. 46.

Lord Dewar. " The Acts do not place any restrictions on the tribunals
 " in the matter of taking evidence. They are free to
 " ascertain the facts as they think right. Parties may
 " even—instead of attending the Court—send a written
 " communication, and the tribunal must take this into con-
 " sideration; and I understand that many cases are decided
 " on written communications where neither party thinks
 " it necessary to appear in Court. I think it would be
 " unfortunate if such a reasonable and expeditious method
 " of settling simple disputes were interfered with. It is
 " clearly intended that the facts, in ordinary cases, should
 " be ascertained informally, and the cases decided expe-
 " ditiously. But when a complaint which relates to an
 " *offence* under the Act, which may involve the imposition
 " of a penalty, is under consideration, more formality is
 " required."

The Scottish Tube Company, Limited v.
M'Gillivray, 1916, S A R., vol i., p. 16.

Evidence which might have been led before a local
 tribunal, but was not, will not be permitted to be led
 before the appeal tribunal. Employers in an appeal stated
 that their representative who appeared before the munitions
 tribunal had not put forward, or not sufficiently emphasised,
 certain technical facts, and they desired to lead evidence
 before the appeal judge, but they were refused, and
 their appeal was dismissed. " It is unfortunate that
 " these matters were not placed before the tribunal,
 " because I can quite understand that they might have
 " affected the judgment, but I am afraid that the appellants

Lord Dewar.

"have themselves to blame. They had an opportunity of
 "leading evidence on all those matters. They did not take
 "advantage of that opportunity, and I do not think that
 "this is a case in which I should allow further inquiry.
 "This Court has wide powers, and may call for inquiry
 "at any stage; but that is a power which ought
 "to be exercised with discrimination. This is an
 "Appeal Court, which has the function of reviewing
 "the decisions of the Court below. All available informa-
 "tion ought to be placed before that Court. If it were to
 "become the rule that it was immaterial whether evidence
 "was led in the Court of first instance, or in this Court,
 "the work would get into hopeless confusion."

Scottish Iron and Steel Company v. Hands,
 1916, S A.R., vol. i., p. 1

A workman claimed compensation for dismissal without
 notice. The workman appeared. The employers did not.
 They appealed and asked the case to be reheard in respect that
 "owing to an oversight through pressure of work at present
 "time the date for hearing the case was overlooked." The
 appeal was dismissed. "The only ground on which the de-
 "cision of a tribunal can be challenged is that they erred on
 "some question of law, or of mixed law and fact. In this
 "case it is not said that the tribunal erred at all. The
 "appellants frankly admit that they were themselves to
 "blame. They explain their mistake was due to 'pressure
 "of work.' That may be, but it was a mistake for which
 "neither the respondent nor the tribunal were responsible,
 "and if it were to be accepted as a sufficient reason for
 "rehearing a case, the efficiency of the tribunal would be
 "seriously impaired. It is clearly the intention of the
 "Act that the work of the tribunals should be carried through
 "with the utmost dispatch. . . . Parties must under-
 "stand that, when a case has been duly intimated, they must
 "attend punctually to their own interests."

Lord Dewar.

Robinson & Co., Limited v. Kerr, 1917,
 S A.R., vol. 1., p. 81.

Justice Atkin. In a similar case in England the appeal judge said—"The employers then appealed and sent a letter to this Court stating that they could call evidence to contradict the evidence of the complainant before the tribunal, and desiring to prove further facts. It is necessary to point out that such a course of procedure is not admissable."

Thomson v. Toolmakers and Light Machinery, Limited, 1917, E.A.R., vol. i, p. 145.

V. ORDERING OF WORK REGULATIONS.

(1) Absence from Work.

A workman was convicted of contravening rule 2 of the ordering of work regulations by absenting himself from work without leave on nine occasions within a month. He had made no excuse of illness at the time, although rule 2 requires workers who are absent through illness or other unavoidable cause to report immediately. He had produced a medical certificate, dated over a month after the absence, to the effect that he suffered from chronic bronchitis. An appeal was dismissed, the appeal judge remarking—"I think the tribunal were right in holding that this certificate was not a sufficient explanation of the irregular attendance which was proved. Workmen ought to understand that it is their duty to report illness which causes absence at the time, and, if they fail to do so, they may find it very difficult to satisfy the tribunal that their absence was unavoidable. A certificate in general terms is clearly insufficient."

Lord Dewar.

Colley v. Minister of Munitions, 1916, S.A.R., vol. i., p. 21.

A workman who had come late to work in the mornings practically every day for a month was convicted of failing to attend regularly in contravention of rule 2 of the ordering of work regulations. He did not produce a medical certifi-

cate, and he failed to satisfy the local tribunal that his irregularity was due to unavoidable causes. Later, in an appeal, he tendered a medical certificate to the appeal judge, who dismissed the appeal. "He has now produced a doctor's certificate stating in general terms that he suffers from "rheumatism; but that certificate does not appear to me "to afford sufficient explanation of the irregular attendance "which he admits, and it cannot be accepted as sufficient "evidence of unavoidable absence *which was not reported "or explained at the time."* Lord Dewar.

Gosnell v. Minister of Munitions, 1916,
S.A.R., vol. 1., p. 22.

A workman was a badged man employed in a controlled establishment, under a contract requiring him to give one day's notice to leave. He asked for a leaving certificate, in order to go to sea. The certificate was refused. Two days later he asked a pass-out to attend to private business. He went straight to a ship, and signed on as a seaman. Two days later he sailed in the ship. He had previously been a sailor. He was prosecuted for absenting himself from work without leave. When the case was heard he was at sea. The local tribunal held that he had ceased to be in the employment of the controlled establishment on 23rd October, when he signed on to go to sea, and dismissed the complaint. On appeal it was held that he was in the employment when he got a pass out, and that he ought to have been convicted of absenting himself from work without leave, in contravention of rule 2 of the ordering of work regulations. "I am clearly of opinion that, at the time the "respondent left his work, and absented himself, he was still "in the complainants' employment. The fact that, before "leaving his work, he asked for permission to pass out of "the works, thereby complying with the rules of the estab- "lishment, indicates that he was then still in the com- "plainants' employment. The respondent therefore, in "leaving his work in that way, with the intention of not "returning, committed an offence under the Munitions of Justice Atkin.

300 APPEAL TRIBUNALS' DECISIONS.

" War Acts, because he failed to attend regularly and work diligently, as he was required to do by rule 2, and accordingly he ought to have been convicted. It would be very strange if a man who absented himself from his work for a short time without proper leave of absence would be liable to penalties for breach of rule 2, but if he absented himself altogether from his work he would not be liable to any penalties at all."

Stothert & Co, Limited v Hooper, 1916,
E A R, vol. i., p. 233.

Rule 2.

Under the scheduled rules workmen are required " to attend regularly and work diligently." Employers posted a notice that men failing to start at 6.30 a.m. would not be allowed to start till 9 a.m. The workmen said this was a breach of their service contract and of recognised district trade practice. They refused to work unless this notice was withdrawn. A local tribunal convicted the workmen of contravention of rule 2. On appeal, this decision

Justice Atkin.

was sustained. " If the notice of the employer amounts to a repudiation of the contract, the workmen are entitled to say they are no longer bound. But the workmen cannot both affirm and disaffirm. They would not be justified in saying that, although they are still bound by the contract of service, they would not do any work until the notice was withdrawn, and in leaving their work accordingly."

Baston v. Minister of Munitions, 1917,
E A R., vol. ii, p. 114

(2) Disobeying Lawful Orders.

Sch. Rule 4 (4b)

One of the offences against the ordering of work regulations is refusing to obey "lawful orders." But an order to be "lawful," within the meaning of this rule, must be an order within the terms of the workman's contract of service. Workmen were employed upon a time rate. The employers proposed to change the method of remuneration to piece rates. The men refused to accede to the change,

unless they were guaranteed a certain sum per week. The employers declined to grant this. When the time arrived at which the change was to come into operation, the men refused to obey the order of the superintendent of the factory to commence work on the new footing. It was held that the change in working conditions was not one which the employers at their own hand could insist upon, and that the refusal of a workman to work upon the new conditions was not refusal "to obey lawful orders of any person having authority over him," within the meaning of rule 4 (b). A local tribunal imposed a fine upon a workman for contravention of the rule. On appeal, the conviction was quashed. "The conduct of the workmen was not a concerted action for the cessation of work, or a concerted refusal to continue to work, done as a means of compelling the employers to accept, or not to accept, terms or conditions of or affecting employment, it was merely a refusal by the workmen to continue to work, except upon the existing terms. In these circumstances, there being nothing in the Act which deprives the workman of their right to refuse to accept a different contract of service from that under which they were employed, the appeal must be allowed."

Justice Atkin.

Fagan v. National Projectile Factory, 1917,
E A.R., vol. ii., p. 75.

Workmen received a lawful order. They declined to execute it, because the employers had not taken steps under Part I. of the 1915 Act to have a difference arbitrated upon. Held that their not having done so did not excuse workmen for disobeying a lawful order. "Assuming there was a labour difference within the meaning of the Act, it must be settled by arbitration under section 1 of the Act. It could be reported to the Board of Trade by either the employers or the workmen. It cannot be said that the employers committed a breach of the Act by not reporting the dispute to the Board of Trade; but, even if they did, it is going a long way to say that the commission of such a

Justice Atkin.

302 APPEAL TRIBUNALS' DECISIONS.

"breach involves that the order given was not a lawful
"order."

Foster v. Bolton & Sons, Limited, 1917,
E.A.R., vol. ii., p. 61.

Rule 4 (b)

A workman, paid on time, who was doing urgent work, took ill. Another workman, who was on less urgent work, and who was paid on piece, was ordered to take up the urgent work. He refused, and left. A second man acted similarly. A third man took up the work and performed it. The two others were convicted by a local tribunal of failing to obey a lawful order, the tribunal holding that the order to do this urgent work was in the circumstances reasonable, and "the refusal to obey that reasonable order was a subversion of discipline, and, if tolerated, would have been injurious to the national interests." An appeal against this conviction was dismissed, on the ground that there was no question of law involved, but only a question of fact. "The local tribunal were of opinion that the order that was given to the workmen was in the circumstances a reasonable order, and such an order as ought to have been obeyed. From the chairman's report I think that they were entitled to take that view. I must therefore dismiss the appeal."

Lord Hunter.

Shaw v. Stein & Co., 1917, S.A.R., vol. i,
p. 87.

(3) Sunday Work Exception.

Article 3 of the ordering of work regulations concludes—
"but no proceedings to be taken for refusal to work on
"Sunday."

A workman in a controlled establishment was told to come out on Sunday. He did not say he would not, but he did not come. *Held* that he could not be prosecuted for absenting himself from work on Sunday

Gloucester Railway Carriage Company v.
Trapp, 1916, E.A.R., vol. i, p. 81.

A workman was told to come out on Sunday. He did come, but left without permission before the usual closing

time *Held* that the proviso to article 3 prevented his being prosecuted.

Thornycroft & Co., Limited v. Stenhouse,
1916, E.A.R., vol. i., p. 166.

VI. WEEK'S NOTICE OR WEEK'S WAGES.

(1) Meaning of "Wages."

The 1916 Act put a workman who had "for a period of 1916 Act s 5
"more than two days" been given no opportunity of earning (2).
"wages" into the same position as if he had been dismissed
The 1917 Act entitles a workman whose contract of service 1917 Act, s. 3
has been determined without a week's notice to a sum equal (1).
to an average week's wages. In a case under the 1916 Act
"wages" was interpreted to mean such wages as the work-
man might earn in his ordinary employment.

Taylor & Co. v. Osborn & Co., 1916, E.A.R.,
vol. i., p. 163.

In another case under section 5 (2) of 1916 Act fitters got
a bonus (payable in employers' option) in addition to the
standard wage. They were transferred to another shop,
where they got the standard wage only. They claimed that
they had been deprived of the opportunity of earning
"wages" within the meaning of section 5 (2). This claim
was rejected. "A workman is to be given the opportunity Justice Atkin.
"of earning such wages as he might earn in his ordinary
"employment. But it may be an incident of his ordinary
"employment that he earns more at one time than at
another. Subject to his being paid the standard rate of
"wages, the fact that at one time he may earn more than
"at another does not affect the question."

*Consterdine v. Armstrong, Whitworth & Co.,
Ltd.*, 1917, E.A.R., vol. ii., p. 44.

1916 Act, s. 5
(3)

The 1916 Act provided that a workman should not be dismissed unless upon a week's notice or payment of "wages in lieu of notice." A workman had been originally engaged on a time rate of 30s. During three years he was in the service he had worked both on time and piece, mostly on piece. He was dismissed summarily whilst working on time. He was paid 30s., the time rate, in addition to wages up to the time of his dismissal. He claimed that for compensation purposes "wages" should be read as meaning the average of his earnings over a period of, say, three months. A local tribunal held that the 30s he had got was all he was entitled to. An appeal against this decision was dismissed.

Lord Dewar.

"The only question that was before the local tribunal was 'the question of fact, what was a week's wage? They found that it was 30s. If the employers were entitled to put the appellant on time basis, and he was so put at any time previous to discharge, even although it was only a matter of hours or minutes, his legal right would then be limited to the allowance on time basis. If he had been a piece-worker and not liable to be put on a time basis a different question would have arisen, but that does not arise in the present appeal. I accordingly dismiss the appeal."

Kettles v N B Rubber Company, Limited,
1917, S A R., vol i., p. 89

(2) Meaning of "Fair Wages."

On 10th March, 1909, the House of Commons passed a resolution that what is known as the fair wages clause should be inserted in Government contracts. That, *inter alia*, requires a contractor to pay rates of wages and observe hours recognised by employers and trade societies (or in the absence of such recognition wages and hours which amongst good employers prevail) in the district where the work is to be carried out, or, where there are no such recognised rates and hours, those which prevail in the nearest district in which the general industrial circumstances are similar. The Munitions Act, 1915, had directed tribunals in considering whether a leaving certificate had been unreasonably refused

to take into consideration, *inter alia*, whether the employer has observed the fair wages clause. *Held* (1) that whether or not they have done so is a question of fact for the local tribunal, not a question of law; and (2) that, where there is no settled rate in a district, the *onus* rests upon the workman to show which is the nearest district within the meaning of the fair wages clause, and what is the rate prevailing there.

"It is plain that, in a case of this kind, it is for the workmen who are complaining to make out that the employers have failed to observe the conditions laid down in the fair wages clauses required by resolution of the House of Commons. It is not for the tribunal to search through the industrial world to discover the nearest district where similar industrial conditions prevail; and as the workmen have not shown the existence of similar industrial conditions prevailing elsewhere they have failed to make out their case."

Justice Atkin.

Mullins v London, Brighton, and South Coast Railway, 1916, E A R., vol. i., p. 178

What a local tribunal has to find out is whether there is a prevailing rate of wages, and, if so, what it is. "One has to consider what is the object of the fair wages clause. It is quite plain from the construction of the clause that it is intended to arrive, as far as possible, at some standard rate of wages in the trade in which the particular contract is given. The standard of comparison is the rate of wages agreed between employers and the trade societies in the district where the work is carried out. If there is no such rate, the nearest one can approach to such a rate is by ascertaining the rate which in practice prevails amongst good employers. I think the tribunal which has to decide that question must consider the rates of wages paid by good employers, and, if it finds that there is a rate prevailing amongst good employers, it can use that rate as a standard. That does not mean to say that there must be a rate of complete uniformity, so that it can be measured in precisely the same value in shillings and

Justice Atkin.

"pence, but there must be a rate which substantially can
 "be identified as being the uniform rate prevailing amongst
 "good employers. Some good employers may give more,
 "and some good employers may give less. What the
 "tribunal has to find is a prevailing rate"

*Sabin v. British Thomson-Houston Company,
 Limited, 1917, E.A.R., vol. ii., p. 32.*

(3) Meaning of "Bonus."

Munitions volunteers who have entered into an undertaking with the Minister of Munitions to work at a controlled establishment are assigned to an employer who undertakes, *inter alia*, that the workman will be paid the district rate of wages, and also such sum as may represent the difference between that district rate and a higher rate the workmen may have been receiving before enrolment. The question arose whether a bonus comes into the reckoning. After fully describing the scheme of the statute as regards munitions volunteers, and the formalities of enrolment, &c, the appeal judge said

Justice Atkin. on the bonus question—"It appears to me that the question
 "is not concluded by merely calling part of the workman's
 "remuneration a bonus, whether it is an addition to an
 "hourly rate or a weekly rate or a piece rate; or whether
 "the bonus itself is calculated at a time rate or a piece rate.
 "It may be a sum certain or capable of being made certain
 "to which a workman may become entitled in the ordinary
 "course of his employment on working more or less hard
 "or more or less long. It may on the other hand be purely
 "discretionary—something which the workman does not
 "become entitled to until it is awarded to him by the
 "employer, which the employer can therefore withhold when
 "he pleases. In the former case the bonus would, I think,
 "be rightly taken into account in calculating the district rate
 "of wages, in the latter case, I think, it would not."

*Collins, &c v Brazil, Straker & Co., 1916,
 E A.R., vol. 1., p. 27.*

(4) Meaning of "Standard Rate of Wages."

A young journeyman, in a trade where it was the custom that an ex-apprentice was for two years paid a lower wage than a workman two years or more out of his apprenticeship, claimed a leaving certificate on the ground that he desired to obtain the full standard rate; that he possessed greater skill than was required for the work he was doing; and that he could in fact obtain elsewhere the full standard rate of a fully qualified workman. The chairman of the local tribunal expressed the view that, as the applicant had taken advantage of the trade agreement, he should observe the condition as to wages between twenty-one and twenty-three. It was held that the agreement by itself did not necessarily outweigh the statutory enactment, but that the existence of a trade agreement was a circumstance to be regarded along with other circumstances. "If the matter rested merely upon the existence of an agreement, I do not think the tribunal would be entitled, looking merely to the existence of the agreement, and taking into account the statutory consideration, to come to a decision that the agreement in itself was sufficient to outweigh the statutory consideration. But the existence of a trade agreement creating a custom or practice should be regarded along with all the other circumstances."

Justice Atkin.

Padgett v. Hornsby & Sons, Limited, 1916,
E.A.R., vol i, p. 137.

Building contractors engaged in building an extension of a munitions factory employed masons' labourers at the then standard rate of 8d. The building work being finished, the building contractors by arrangement with the factory owners continued to pay the men 8d., but they were employed on the general labouring work of the factory. More building work having become necessary, the contractors took on other men, who got 8½d., to which rate meantime an arbiter had raised the wage of mason's labourers, and the original labourers remained in the factory at 8d., the ordinary labourer's rate. They applied for leaving certificates on

the ground that they were not receiving the standard wage of their class. The local tribunal ordained the contractor-employers to grant certificates. An appeal was dismissed on the ground that the employers were not entitled to so arrange with the factory owners as to deprive the men who had come there as mason's labourers of the opportunity of working as mason's labourers at the standard mason's labourer's rate.

Boyd & Forrest v. Climie, 1917, S.A.R., vol. i, p. 75.

The Munitions Act, 1916, section 5 (5), directed tribunals in considering applications by apprentices for leaving certificates to have regard to whether the apprentice had served his term and desired "to obtain the full standard rate of wages applicable to fully qualified workmen in his trade."

In a district a custom prevailed that young men, out of their apprenticeship, but not yet twenty-three years of age, should be paid less than the minimum district rate for ordinary workmen. A young journeyman of twenty-one claimed a leaving certificate on the ground that he was not being paid the "full standard rate of wages applicable to fully qualified workmen in his trade," and the question arose as to the meaning of these phrases. The appeal judge said—"I think that the words 'the full standard rate of wages' ought to be read the full standard rate of wages 'in that trade or occupation, and ought not to be confined to the full standard rate of wages in the particular district. If in fact there is a standard rate of wages in the trade generally, apart from the particular district, then the tribunal would have to take that fact into consideration. If in fact the full standard rate varies in different districts, then the tribunal would no doubt be entitled to consider the rate in their own district. Fully qualified workmen seems to me to be the antithesis of workmen who are not completely qualified, that is to say, who are under some disability from earning full wages by reason of their experience, or skill, or age."

Justice Atkin

Curnock v. Butler & Co, 1916, E.A.R., vol. i., p. 52.

(5) Meaning of "Misconduct."

Workmen were being paid wages and a bonus. The output being reduced, they got a week's notice to work at the same wage but without the bonus. They refused to work unless they got the bonus also. They were summarily dismissed, and they claimed compensation for being dismissed without a week's notice under section 5 (3) of the 1916 Act. The local tribunal held that their refusal to do the work was not "misconduct" justifying dismissal, and awarded them compensation. An appeal was dismissed on the ground that whether or not the men's refusal to do the work on the terms offered was justified was a pure question of fact for the local tribunal to decide. "I do not say that if a workman wilfully disobeys the orders of his employer he may not be summarily dismissed without the employer being liable to pay compensation in lieu of notice, but that is not this case."

1917 Act, s. 3
(1).

Justice Atkin.

Gleaves v. White & Poppe, Limited, Arch v. White & Poppe, Limited, 1916, E.A.R., vol. i., p. 67.

Two workmen were asked to work two hours overtime to finish an urgent Admiralty job, which would have occupied two hours. They declined to do it, unless they were paid for a full nightshift, and they left. Next morning they turned up on the job, but were told another squad had finished it the night before. The following day they were offered work with another squad, but refused it. They were dismissed, justifiably, as a local tribunal held. An appeal was dismissed on the ground that, whether a workman has been guilty of misconduct is a question of fact for the local tribunal's decision, but the appeal judge said "Even if I had power to review the decision I should not be disposed to interfere. The tribunal found that Rodgers had declined to work on an Admiralty vessel which was urgently required, unless he received a whole night's pay for two hours' work. That I regard as very grave misconduct, and justi-

Lord Dewar.

310 APPEAL TRIBUNALS' DECISIONS.

"fied the decision to decline to award compensation to the
"workman who was guilty of it."

Rodgers v. Menzies & Co , 1917, S A.R , vol.
1., p. 83

Justice Atkin.

In the danger area at an arsenal it was a rule (for the safety of life and property) that no articles of iron, steel, or metal be taken across the shifting-room barriers. A worker who disobeyed was summarily dismissed. She claimed compensation under section 5 (3) of the 1916 Act, which was refused. "She committed a breach of a lawful order. It is plain that a breach of the rules may involve danger to all the workmen engaged in the arsenal In those circumstances misconduct on the part of the complainant has been proved, which entitled her employers to dismiss her without a week's notice."

*Kilby v. Chief Superintendent of Ordnance
Factories*, 1917, E.A.R., vol. ii., p. 121.

Justice Atkin.

That a tool turner had, by carelessness, spoiled a jig by turning it with so big a bore that no thread could be cut in it, along with the fact of his failing to fill up his time sheets, which he knew it was his duty to hand in each night, was held by a local tribunal to be misconduct justifying summary dismissal On appeal it was held (1) that whether the misconduct justified the dismissal was a question of fact, not subject to review; (2) that an employer is entitled to plead misconduct justifying dismissal, in answer to a claim for compensation, notwithstanding that the misconduct was not within the knowledge of the employer at the time of dismissal "It would be neither in the interests of the employers nor of the workmen if the employers could not, upon a claim being made for compensation for dismissal without a week's notice or wages in lieu of notice, justify the dismissal upon any ground which would afford a reasonable cause for the dismissal, even though such ground was not known to the employers at the time of the dismissal.

APPEAL TRIBUNALS' DECISIONS. 311

" I think the ordinary principles of the common law apply
" to such a case."

Payne v. Brazil, Straker & Co., Limited,
1916, E.A.R., vol i, p. 223

A workman was summarily dismissed for being apparently under the influence of drink in the danger area of an arsenal. In a case for compensation he satisfied a local tribunal, by medical evidence, that his condition, although it might readily be mistaken for intoxication, was due to illness. The local tribunal held that, though the arsenal authorities may have been warranted in refusing to let him work, as matter of fact he had not been guilty of misconduct, and so was entitled to a week's notice. They therefore awarded him compensation under section 5 (3) of the 1916 Act. An appeal was dismissed, the question of misconduct being one of fact. The appeal judge said—"Although the terms of Justice Atkin.
" a workman's contract of service may entitle an employer
" to discharge a workman with less than a week's notice,
" nevertheless the effect of sub-section 3 of section 5 of the
" Act of 1916 is that the workman must be given a week's
" notice, of a week's wages in lieu of notice, as the section
" in my opinion overrides any express term of the contract
" of service as to the termination of the employment by a
" notice which is less than a week's notice. The parties
" may nevertheless agree between themselves as to what shall
" be considered misconduct, and if they do the Court will
" give effect to such an agreement. What may be con-
" sidered to be misconduct in one employment may not be
" considered to be misconduct in another employment
" . . . In the present case the complainant was, under
" the regulations, properly discharged, but he is entitled
" to compensation, as the tribunal have found that he was
" not guilty of misconduct, and he was discharged without
" a week's notice, or a week's wages in lieu of notice"

Lane v. Chief Superintendent of Ordnance
Factories, 1917, E.A.R., vol ii., p. 117

(6) Meaning of "Ship Repairing."

1916 Act, s. 5
(3).

1917 Act, s. 3
(1)

Justice Ross.

The compensation provision of the 1916 Act excepted "workmen engaged in ship repairing." This exception is repeated in the 1917 Act, awarding a week's wages for dismissal without a week's notice. In a case in Ireland the question arose what is the meaning of "repair work." Certain workmen were engaged upon ships, which had been originally constructed as cargo carrying ships, and which were being altered to a different type of ship. The workmen, being dismissed without a week's notice, claimed compensation under section 5 (3) of the 1916 Act. The employers contended that they were not entitled to compensation, as they were engaged on repair work, and that by usage of trade repair work included all work done on old ships, as distinguished from the work of constructing new ships. The appeal tribunal rejected this view. "The word repair must be construed in its ordinary sense and meaning. Evidence as to the meaning of a word can only be given when it is ambiguous, or when it appears with an ambiguous context. The word repair is not a word of ambiguity at all, nor does it appear with any ambiguous context whatever in the section. The plain meaning of the word *repairing* is restoring to a good condition some work that has fallen into decay, or some work that has been subjected to injury. Exact restoration to the original design is not required. New materials may be used; the original design may be widely departed from; improvements may be introduced; provided always that the subject-matter repaired is adapted to the purpose originally contemplated, or to some cognate purpose. If it is not so adapted, it is not repair work."

Mallon v Harland & Wolff, 1916, E.A.R.,
vol. ii, p. 1.

M'Kelvey v. Harland & Wolff, 1916, E.A.R.,
vol. ii., p. 6.

In an English case, where the same question arose, the appeal judge approved and adopted the above ruling, and added—"I think that the principle of construction laid down

Justice Atkin.

“ by Lord Esher in *Unwin v. Hanson*, 1891, 2 Q B 119,
 “ should be followed. Lord Esher there said—‘ If the
 “ ‘ Act is directed to dealing with matters affecting everybody
 “ ‘ generally, the words used have the meaning attached to
 “ ‘ them in the common and ordinary use of language. If
 “ ‘ the Act is one passed with reference to a particular trade,
 “ ‘ business, or transaction, and words are used which every-
 “ ‘ body conversant with that trade, business, or transaction
 “ ‘ knows and understands to have a particular meaning in
 “ ‘ it, then the words are to be construed as having that par-
 “ ‘ ticular meaning, though it may differ from the common or
 “ ‘ ordinary meaning of the words.’ I think that passage
 “ should be added to the judgment of Ross, J., in *Mallon*
 “ v. *Harland & Wolff*, as the language used by the learned
 “ judge does not (as I respectfully suggest) give quite full
 “ effect to the principle of construction laid down by Lord
 “ Esher. The power to give evidence as to the meaning of
 “ a word is not confined to cases where the word is am-
 “ biguous; evidence may also be given to show that a word
 “ has a special trade meaning.”

Holes, &c. v. Day, Summers & Co, 1917,
 E.A.R., vol. ii, p. 17.

A similar view was expressed by the Scottish appeal judge
 “ To materially alter a vessel so as to render it suitable for Lord Dewar.
 “ a purpose for which it was not originally built is not, in
 “ my opinion, repairing work.”

Amalgamated Society of Carpenters and
Joiners v Ramage & Ferguson, 1917,
 S.A.R., vol i., p. 71.

(7) Meaning of “ Discontinuous or Temporary Employment.”

A workman claimed compensation under section 5 (3) of the 1916 Act for dismissal. The concluding part of section 5 (3) excuses failure to give a week's notice, if the nature of the employment is “ discontinuous or temporary.” This 1916 Act, s. 5 (3).

314 APPEAL TRIBUNALS' DECISIONS.

Justice Atkin.

exception is repeated in section 3 (1) of the 1917 Act. The workman had, on his engagement, signed a document, which stated that the nature of the employment was temporary, and subject to one hour's notice. The service was terminated on an hour's notice. The local tribunal held that the nature of the employment was not temporary within the meaning of section 5 (3), and awarded compensation. An appeal was dismissed. "The mere fact that the complainant was only entitled by his contract of service to one hour's notice would not necessarily make his employment temporary. It is said by the employers that the complainant's employment was of a temporary nature, but that is not in my opinion conclusive with regard to the matter. Even if a workman is employed on work of a temporary nature, he is not necessarily deprived of the benefit of the statute, unless the tribunal comes to the conclusion that the employer has reasonable cause on that ground for dismissing him, but the tribunal is not bound to come to such a conclusion. No doubt the tribunal must take into consideration the temporary nature of the workman's employment, in deciding whether the employer has reasonable cause for dismissing him without a week's notice, but if the tribunal comes to the conclusion that the dismissal was not for a reasonable cause, it may give the workman the benefit of the section, and award him compensation, even though his employment is of a temporary nature."

Foden v. Jacquet-Maurel and Condac, Limited, 1916, E.A.R., vol. i, p. 237.

(8) Penalty for not Giving Notice.

1916 Act, s. 5 (3)

1917 Act, s. 3 (1).

The 1916 Act made an employer who dismissed a workman without a week's notice liable to him in compensation not exceeding £5. The 1917 Act repealed section 5 (3) of 1916, but awarded a workman, whose service contract was determined upon less than a week's notice, "a sum equal to an average week's wages." A local tribunal held that this is not assessable damages, as the compensation under the 1916 Act was, but liquidated damages. In dealing with

the point in a written judgment the chairman said—"One week's wages is what section 3 (1) awards. It had been decided, no doubt, under the 1916 Act, that the amount of compensation which a tribunal might award was restricted to the actual loss which a complainer could show he had suffered, taking into consideration the fact of his having obtained, or the probability of his obtaining, other employment (*Anderson v. Reid*, E.A.R., vol. i., p. 112, E.A.R., vol. 1, p. 14; *Morgan & Frazer v. Chalmers, Limited*, E.A.R., vol. 1, p. 109; *Rane v. Rees Returbo Company*, E.A.R., vol. i., p. 129). The munitions tribunal had a discretion to assess compensation up to £5. But section 3 of the 1917 Act has altered that, and also altered the basis of the compensation. Under section 5 (3) of the 1916 Act, an employer became liable only if a workman's service was terminated by dismissal. Section 3 (1) of the 1917 Act applies to a service contract which is 'determined,' whether by dismissal of a workman or in any other way. Under the 1916 Act an employer was liable to a workman dismissed without a week's notice, but there was no corresponding statutory obligation upon a workman to give a week's notice before leaving. Under the 1917 Act the obligation to give a week's notice is laid upon the workman, as well as the employer. The penalty for contravention is no longer a flexible sum, representing actual loss, to be assessed by the tribunal, but is a definite fixed penalty of a sum representing a week's wages, no more and no less, whatever the actual loss sustained may have been. The week's wages, indeed, is not, properly speaking, a penalty for contravention of section 3 (1) at all. If it had been a penalty it would have gone to Exchequer, not to the employer or workman as the case may be. The sum equal to an average week's wages is rather liquidated damages, taking the place of the assessable damages under the 1916 Act, and it is payable to the workman, or to the employer, as the case may be. Section 3 (1) does not call it a penalty, but a sum payable in lieu of notice, and, if it is payable by a workman, it is recoverable in

Sheriff Fyfe.

316 APPEAL TRIBUNALS' DECISIONS.

1917 Act, s. 3 (2). " the same manner as a fine, that is to say, by deduction
" from his wages. The express terms of section 3 of the
Mun. Trib. " 1917 Act make it clear that the tribunal is not now in-
Rules s. 11 (7). " vested with any discretion. The direction is not to award
" a sum not exceeding a week's wages, but to award a sum
" representing an average week's wages, no more and no
" less " The case having been appealed, the appeal judge
(though recalling the local decision on other grounds) upon
Lord Hunter. this point said—" I think that the learned chairman of the
" munitions tribunal is right in assuming that, in cases to
" which the provisions of this section are applicable, the
" claim upon either part is to a week's wages, no more and
" no less. There is no longer any room for modifying the
" amount, which is treated as a sum of liquidated damages
" for breach of contract would be treated. I think, however,
" that it would be more in accordance with the spirit of the
" provision to treat it as a fixed or determinate penalty
" imposed by the Legislature upon either employer or work-
" men for determining the contract of employment without
" giving the prescribed notice. It applies to an employer
" who dismisses a workman, and to a workman who volun-
" tarily leaves his employment."

Beardmore & Co., Limited v. Millar, &c,
1918, S A R., vol i., p. 115.

(9) Work during Notice Week.

At a foundry, where female workers were employed making
lifter plugs, a number of the workers got this notice—" 16th
" January, 1918. Owing to lifter plug contract being re-
" duced, your services will not be required after Wednesday,
" 23rd January " The employers had a Government contract
for 65,000 plugs a week, subject to alteration on notice
They had been turning out 85,000 a week, and had a con-
" siderable surplus production at the end of 1917. In
January, 1918, they got notice that only 40,000 were re-
quired. During the running of the week's notice the hands
were suspended for three days. The workers claimed a week's
wages under section 3 (1) of the 1917 Act. The employers

pled that the workers had been suspended because severe frost had delayed material, and interrupted work at the foundry. In a note to a written judgment of the local tribunal, the chairman said, "The onus is on the respondents Sheriff Fyfe.

"to establish clearly a cause-and-effect relationship between the occurrence of the frost and a suspension of work. This onus the respondents have not discharged. There is quite room for the suggestion that there had been such an accumulation of output that, with the requirement about to come down from 65,000 to 40,000, there was no anxiety for push, and that the occurrence of the frost was a fortuitous circumstance, which was diplomatically taken advantage of to apparently justify the suspension. It was open to the respondents on 16th January to give the complainers a week's wages, or to give them the opportunity of earning a week's wages. They elected to give them the latter, but they did not do so. They accordingly, within the meaning of section 3 (1), determined the service contracts without the complainers having had a full week's wages or a full week's work prior to the date of determination. At a point of time in the course of their general service, the respondents exercised their statutory right to turn the general service contract into a specific time contract, namely, a contract for the week ending 23rd January, and this the complainers accepted. The making of this week contract brought both parties within the operations of section 3 (1). If any of the workers had (without good reason) left the factory before the 23rd, the respondents might have charged her with determining her contract without a week's notice, and claimed from her the average week's wages under section 3 (1). If the worker was bound to work the full week, then the corresponding obligation on the employer was to give her work, that she might earn wages during the full week. This obligation the employers failed to discharge, and so they likewise became liable for the average week's wages under section 3 (1)." In dismissing an appeal against this decision, the appeal judge said, "In interpreting section 3 (1), the local tribunal Lord Hunter.

"have held that, where an employer gives a week's notice to

318 APPEAL TRIBUNALS' DECISIONS.

“ terminate the contract, he is under an implied obligation to give the workman an opportunity of earning a week’s wages. He is not entitled to allow the workman to remain idle, without work or wages, for the week. I do not think that the soundness of this view was challenged in the appeal, and in any event I see no reason to negative it. . . . The appellants say that the reasons why the respondents did not receive a full week’s work and wages were frost and congestion of railway traffic, which prevented the appellants giving the respondents full employment. These are questions of fact, which fall to be determined by the local tribunal ”

Doulton & Co. v Grace Stewart and Others,
1918, S.A.R., vol. i., p. 132.

(10) Suspension of Work.

Workmen had a dispute with employers on a Friday, regarding extra pay for Sundays, holidays, and overtime. They ceased work that afternoon. Next morning they returned to the establishment to resume work, but were not allowed to start. On Tuesday following the refusal to allow them to start was repeated. They asked for leaving certificates, and were refused, the employers contending that the men had terminated their employment. A local tribunal awarded them compensation. An appeal was dismissed—“ The tribunal found that the action of the men did not terminate their employment. It does not follow, because there is a dispute between workmen and their employer, and the workmen cease work for a few hours, that they have thereby terminated their employment. It is true that workmen may by their conduct terminate their employment, but the mere staying away from work for a few hours will not *ipso facto* put an end to their contract of service, although it may be a good ground for dismissing them. It seems to me upon the facts of this case that there was a *bona fide* dispute between the complainants and the appellants, and the conduct of the complainants was not of itself such as to terminate their employment, though it might perhaps

Justice Atkin.

"justify the appellants in dismissing them; and therefore
 "the appellants were not justified in refusing to give leaving
 "certificates to the men; and consequently the decision of
 "the tribunal in awarding compensation to them was
 "correct."

*Stuerlin, &c. v General Stores and Munitions
 Company, Limited, 1916, E.A.R., vol. i.,
 p 124*

In a foundry the men who produce the gas, without which work cannot proceed, went on strike over a wages dispute. A large number of men, who had nothing to do with the gas producers' dispute, were thrown idle, the work of the foundry being suspended for five days. These men claimed a week's wages under section 3 (1) of the 1917 Act, on the ground that their contracts of service had been determined without a week's notice. The local tribunal at Glasgow awarded them a week's wages. In a written judgment the chairman said—"The phraseology of section 3 (1) does not
 Sheriff Fyfe
 "expressly contemplate, or provide for, intermittent sus-
 "pension of work from causes beyond the control of either
 "employers or workmen. Such occurrences cannot be fore-
 "seen and provided against, and generally happen suddenly,
 "and it would be a very strict reading of section 3 (1) to
 "say that its intention was that, the moment work has to
 "be suspended from any cause, every workman engaged in
 "that branch of work there and then becomes a man whose
 "contract of service has been determined in the sense of
 "section 3. On the other hand, the purpose of section 3,
 "namely, the protection to a workman against being sud-
 "denly deprived of the opportunity of earning wages, would
 "be defeated if an employer were entitled to postpone start-
 "ing work and to keep men hanging on from day to day
 "without wages for an indefinite time, for in that case
 "the suspension of work from unforeseen causes would
 "operate to the prejudice of the workmen alone, which would
 "be unfair, and is contrary to the spirit of section 3. As
 "section 3 (1) has not contemplated, and has not expressly

" provided for, the case of sudden suspension of work, it
 " becomes the duty of the munitions tribunal to formulate
 " a rule of practice to meet this *casus improvisus* in the
 " statute, and the present case affords an opportunity for
 " a reasonable common sense interpretation of section 3 in
 " regard to this matter of intermittent suspension of work,
 " which is of very frequent occurrence, and arises from
 " various causes. It is to be kept in mind that section 3
 " of the 1917 Act has been substituted for the repealed
 " section 7 of the 1915 Act and section 5 of the 1916 Act
 " It is significant that, in the proviso of section 3 (1), the
 " other qualifications of section 5 (3) of the 1916 Act have
 " been repeated, and I think a reasonable reading of section
 " 3 (1) of the 1917 Act is that, when the cause of suspension
 " has been unforeseen, a reasonable time should be allowed for
 " the removal of the cause of suspension of work before
 " section 3 (1) comes into operation; and, where the cause
 " of suspension is one beyond the control of either the em-
 " ployers or the workmen who are deprived of the opportunity
 " of earning wages, the two days' grace which was recognised
 " in section 5 (2) of the 1916 Act is a reasonable time to
 " allow, and this tribunal proposes to adopt that in such
 " cases. As the cause of suspension was not removed in
 " two days, and the workmen in the present case
 " were deprived of the opportunity of earning wages
 " for more than two days, their contracts were deter-
 " mined without a week's notice within the reason-
 " able meaning of section 3 (1), and they are accord-
 " ingly each awarded a week's wages " On appeal,
 " this decision was reversed. " I am quite unable to agree with
 " the local tribunal that a Court interpreting the Act is
 " entitled to extend the provisions as to determination of
 " a contract to cases where the contract is only suspended.
 " A work may be temporarily stopped upon many different
 " grounds, *i.e.*, the breakdown of plant, failure to procure
 " material, weather conditions, or a visit from hostile air-
 " craft. The strike of a section of workmen, whose work is
 " essential to the employment of other workmen, may also
 " bring about suspension. So far as the workman is con-

Lord Hunter.

“cerned, physical illness may temporarily prevent him performing his work. There is nothing in the statute to indicate that the Legislature intended to impose a penalty upon either party in such cases. There is no *casus im-provisus*. A penalty of fixed amount may be appropriate enough where the act of determination is voluntary on either side, but is surely inappropriate where a temporary stoppage of work of long or short duration has occurred, owing to causes over which neither party has any control. It is for the Legislature, and not for a Court, to determine whether any special provision shall be made for such an occurrence. . . . The language (of section 3) is applicable to cases of total determination of the contract brought about by the voluntary act of the party, who has to pay to the other party an average week's wages, and to such cases alone.”

Beardmore & Co., Ltd. v. Miller, &c., 1917,
S.A.R., vol. 1., p. 115.

A similar case had been heard before the local tribunal at Belfast, who had adopted the judgment of the Glasgow local tribunal. On appeal, the Irish appeal judge heard further evidence, and reversed the local tribunal's decision, upon the ground mainly that the workmen had barred themselves from claiming under section 3 (1) by having elected to acquiesce in the suspension of work. “The workman was, Justice Pim.
“to use a term in equity, put to his election, and could treat the suspension of work either as a suspension of the contract or a determination of the contract. But to effect the determination he must elect to determine. The offer of suspension did not in itself determine the contract, but it was the first stage in its determination. Agreement would prevent any determination; refusal to agree would cause determination. The determination was the work of both parties—a species of determination which is not dealt with by the section. It follows that neither of them became liable for the penalty. . . . I have been referred during the course of the argument to the decision

322 APPEAL TRIBUNALS' DECISIONS.

"of Lord Hunter in Scotland on a similar point (*Beardmore v. Miller*, S.A.R., p. 115). I desire to treat that decision with all the respect which a judge of such eminence as Lord Hunter deserves, but I must admit that I cannot understand the views which he lays down with regard to the suspension of the contract. He says that there is no *casus improvisus*. He may be right, but it seems to follow from his judgment that a workman could be kept out of work for weeks at a time if a sectional strike lasted so long, and that he would have no redress, unless he himself terminated the contract, in which case he would have to pay a whole week's wages. I may have quite misunderstood Lord Hunter's judgment, but it seems to me that he has given us no intimation of what the position of the workman is under circumstances such as were before him, and are now before me."

Hoyle v. Harland & Wolff, 1918, E.A.R., vol. iii., p. 18.

Held to be a mutual misfortune for employers and workmen, but under 1916 Act workman was entitled to get a leaving certificate if repairs not effected in two days.

Lord Dewar.

"Section 5 (2) of the 1916 Act was not, in my opinion, designed or intended to provide compensation for workmen who had been unable to earn wages owing to the breakdown of machinery or the like. Such an occurrence is incidental to all employment, and causes loss to both the employer and workman, and each must bear his own loss. But the section provides that a workman must not be subjected to such a misfortune for a period of more than two days. After the two days have elapsed he may demand, not compensation, but a leaving certificate from his employer, in order that he may transfer his services; and if the employer is still unable to provide employment, he must give the certificate 'forthwith.'"

Waugh v. Duncansons, Limited, 1916, S A R., vol. i., p. 46.

Held that suspension of work, owing to a strike of other workmen, is not determination of the contract of service within the meaning of section 3 (1) of 1917 Act. Platers' helpers were thrown idle for a week, in consequence of the platers, with whom they worked, having gone on strike. The helpers claimed a week's wages under section 3 (1) of 1917 Act. The local tribunal refused the claim, in respect that the failure of the complainers to earn wages for a week had been brought about by a cause beyond the employers' control, and so the case was ruled by the decision in *Beardmore v. Miller* (1918, S.A.R., vol. i., p. 115). In dismissing an appeal against this decision, the appeal judge said, "In Lord Hunter.
 " the case of *Beardmore v. Miller* I held that where there
 " was a suspension of work owing to causes for which neither
 " party was responsible, no case for a claim for a week's
 " wages under section 3 (1) of the 1917 Act arose. The
 " munitions tribunal has held that that decision governed the
 " present case. I am of opinion that that is the sound view
 " as regards the law in the case. Once the tribunal reached
 " the conclusion in fact that the appellants had not received
 " their employment in consequence of the action of the
 " platers and strikers, then it appears to me clear that there
 " was suspension of the work owing to a cause for which
 " the employers were not responsible. I have held that that
 " did not amount to a determination of the contract giving
 " rise to a claim for a week's wages, and I see no reason to
 " think that in so holding I erred in any way. It was a
 " matter of construing the Act of 1917."

*M'Ginnes, &c. v. Bow, MacLachlan & Co.,
 Limited*, 1918, S.A.R., vol. i., p. 129

Held that suspension of work, through shortage of coal, was not determination of service contract under section 3 (1) of 1917 Act. Workmen employed at a forge were deprived for three days of the opportunity of earning wages, in consequence of a deficient supply of coal. They claimed a week's wages, under section 3 (1) of the 1917 Act, on the ground that their contracts of service had been determined, within

Sheriff Fyfe.

the meaning of that section, because the procuring of a sufficient supply of coal was a matter within the control of the employers, and so this case was differentiated from the case of *Beardmore v. Millar*. In giving the judgment of the local tribunal refusing to award a week's wages, the chairman said, "In the case of *Beardmore v. Millar* the ruling of the appeal judge is quite clear and emphatic, that the language of section 3 is applicable to cases of total determination of the contract, brought about by the voluntary act of the party who has to pay to the other party an average week's wages, and to such cases alone. Accordingly, in all cases of temporary suspension of work, as distinguished from permanent stoppage, the only question which appears left as a subject of inquiry is whether the cause of suspension was or was not reasonably within the control of either party—I say, *reasonably*—for there might be a sense in which the avoidance of any suspension might be said to be within control. A strike, for instance, can, of course, be stopped by the employers conceding the men's demand, but it might not be reasonable to expect them to do so. The general body of workmen possibly might prevent a sectional strike by timeously making the weight of their opposing influence felt amongst the section proposing to strike. It comes to be a question of circumstances in each case, whether employers or workmen might reasonably have been expected to do something to prevent suspension of work. In the case of suspension from want of material, there is, for instance, the question whether every reasonable effort was made to look ahead, and keep up a continuous supply. I do not read Lord Hunter's judgment in the *Beardmore* case as laying down, as an absolute proposition, that workmen being deprived of the opportunity of earning wages by suspension of work can *never* be determination of contract, within the meaning of section 3 (1), and I do not read his expression 'voluntary act of the party' as excluding an act of omission. If here, for instance, the employers had omitted altogether to provide coal, and so brought their works to a stop, possibly that would have been one form of the voluntary act principle

"which the appeal judge had in his mind. The difference between providing no coal at all, and not ordering enough to keep the forge going, is only a question of degree, and might have been important had the employers been able to order what they liked. But the Coal Controller only permitted them their daily consumpt, and they could not accumulate any reserve against contingencies. They were also allocated to certain collieries. They were in the hands of the Coal Controller, and there is no evidence to suggest that they did anything, or omitted to do anything, which might reasonably have been expected of them, to prevent suspension of work. This case therefore falls within the ruling in *Beardmore's* case." In dismissing an appeal against this decision, the appeal judge said, "The tribunal were not able to say that the action of the employers, in not having coal on the premises to enable work to go on during these days, was unreasonable action. But, even apart from that—and this is where it is perhaps right that I should indicate clearly what my view is—I could not have held, consistently with my decision in the *Beardmore* case, that there had been termination of the contract, because what occurred was nothing more than stoppage of work during a period of two or three days, and I do not think that is a case which is contemplated under the 1917 Act. . . . It is impossible, in particular cases, to attempt to make exceptions, because exceptions to rules under Acts of Parliament constitute a rule of interpretation that leads to results quite different from what were contemplated by the Legislature in passing the Act "

Lord Hunter.

Lorimer v. Kerr & Sons, 1918, S.A.R., vol. i,
p. 123

(11) Employment in "Building Trade."

Section 31 (1) of the 1917 Act prohibits a contract of service being determined unless upon a week's notice, or payment of a week's wages; but this provision does not apply to "workmen of any class which is exempted by order of the Minister of Munitions." An order exempted "workmen employed in the building trade." A firm of structural

Order 441,
9th April,
1918.

engineers summarily dismissed a general labourer employed in their yard. The workman claimed a week's wages under section 3 (1). The employers pled that he fell within order 441, and required no notice. The local tribunal sustained the workman's complaint, and awarded him a week's wages. The employers appealed. In his report the chairman stated that the tribunal had adopted and applied to this case the following view of the local tribunal which they had expressed in a considered judgment in a prior case (*Lowrie v. Dawson & Mason*) which was expected to be a test case for appeal, but the appeal had not been taken:—"The meaning of the expression 'employed in the building trade' is a matter of very far-reaching consequence to an immense body of workmen in many trades. It is to be particularly observed that the basis of order 441 is the *trade to which a workman belongs*, not the special work on which at a particular moment he may be exercising his craft. The order does *not* say that *all* workmen are exempted who are *employed in the construction of buildings*, which is a very different thing from their being in the building trade. Workmen belonging to a great many different trades take part in the construction of buildings, but they are not thereby necessarily 'in the building trade' in the sense of this order. If the exemption *had* been made applicable to all workmen taking part in producing a building, then everybody engaged in the work would come within the exemption, from the navy who excavates the ground upon which the foundation of the building is to be set, to the workman who fixes the weather vane on the top of the completed building. The craftsmen who take part in the producing of a building belong to many separate trades, and all do their part in producing the finished building. The time-keeper on the job also does his part; and so does the draughtsman who prepares working plans; for these also are 'workmen' within the meaning of section 12 of the 1916 Act, and if the respondent's view of order 441 were adopted, then all these people would be liable to summary dismissal, and an immense body of workmen would be

Sheriff Fyfe

“deprived of the benefit of section 3 of the 1917 Act, which
 “is specially designed to protect workmen against being
 “suddenly thrown out of work. The requirement of a
 “week’s notice to end a service contract has now become
 “the cardinal enactment of the Munitions Code, and excep-
 “tions to it fall to be strictly construed. It is to be observed
 “that the order 441 mentions ‘the building trade’ *only*
 “in relation to the *workman*. It is a workman’s relationship
 “to a trade with which alone it is concerned, not an em-
 “ployer’s relationship to a trade. It is argued that any
 “person who undertakes to construct a building must be
 “‘in the building trade.’ I am not prepared to assent to
 “that, for a person may contract to supply a building
 “who is not himself in the building trade; but at any rate,
 “in construing this order, a *contractor’s* relationship to the
 “building trade does not enter into the question. The
 “order does *not* relate to *workmen employed by a building*
 “*contractor*, but to *workmen who exercise the craft of build-*
 “*ing* as their personal occupation. It is of no consequence
 “that certain classes of employers may be loosely spoken
 “of as being in the building trade. I am unable to accept
 “the respondents’ proposition that every person who con-
 “tributes *any* work towards the production of a building is
 “‘employed in the building trade,’ within the meaning
 “of this order. On the contrary, each craftsman is ‘em-
 “ployed’ in *his own trade*, and is exercising *his own* craft,
 “when he is contributing his quota to the evolution of a
 “building. He is a craftsman employed in the joiner trade,
 “or the plumber trade, or the electrician trade, or as the
 “case may be. The only ‘workmen *employed* in the build-
 “ing trade,’ in the sense of the order, are workmen whose
 “personal occupation it is to build—such as masons and brick-
 “layers with their attendant labourers. The other crafts-
 “men are called in, not to *build*, but to fit up, or equip,
 “the building—to apply to it the skill of craftsmen ‘em-
 “ployed in’ these other various trades. If the respondents’
 “proposition were accepted, that every workman who is
 “doing anything about a building is, for the time being,
 “‘employed in the building trade,’ then the curious anomaly

“ would present itself that a workman employed in, say, the joiner trade, or the plumber trade, or the electrician trade, &c., would, when he is at work in his employer's own establishment, require to get a week's notice, but when he is sent out to exercise his craft upon a building, he might, whilst so occupied there, be summarily dismissed. This doctrine is not tenable. The workmen's deprivation of his statutory right to a week's notice is determined, not by the work he is at the moment doing, but by the *trade* in which he is *employed* ” In dismissing the appeal the appeal judge, whilst reserving his opinion upon the general question as to the scope of order 441 (*Lowrie's* case not being technically before him on appeal) said—“ The contention of the appellants is that the respondent was a workman employed in the building trade, and that therefore they were entitled to dismiss him without giving him any notice at all. As I understand it, they went so far as to contend that, seeing they were engaged in building work, practically all the workmen in their employment, whatever the nature of the work done by them might be, came under order 441. I must say that I think that contention is not a sound contention, but I do not really need to look at the general question in this case at all. I mean there may be a question of construction that might properly be raised in a general form as to the meaning of this order. It seems to have been contemplated by certain of those interested in the building trade to raise such a question, in another appeal which in fact has been abandoned. I do not consider that the questions which might have arisen under that other appeal are really before me in this appeal, and therefore I reserve my opinion as to the extent of this order. I find in the report which the chairman of the tribunal has made to me that he states this—‘ The respondent in this case was not employed on a building at all. He was a general labourer, doing what he was told in appellant's yard. If he was a workman employed in the building trade, so also was the gatekeeper and the office boy and the typist ’ I think that finding of the tribunal is really a finding in

Lord Hunter.

APPEAL TRIBUNALS' DECISIONS. 329

"fact, and that no question of law is raised by this appeal
"The facts found by the lower tribunal are conclusive upon
"me, and they preclude me giving effect to the contention
"of the appellants. I shall therefore dismiss the appeal."

* *Cowieson & Co. v M'Guiness*, 1918, S.A.R.,
vol. i., p. 139

VII. WORKING CONDITIONS (CHANGE IN).

Where a formal order had not been made, but the Minister of Munitions had by circular directed certain procedure, and a local tribunal held that workmen had, in point of fact, been made aware of intending changes of conditions of work, it was held that the statute had been complied with, whether notice had been given being a question of fact, and not a question of law.

1915 Act,
Sch. II., s. 7,
p. 85.

Binns v. Nasmyth, Wilson & Co., Limited,
1916, E.A.R., vol. i., p. 169

A proposal for altering wages of workmen is to be submitted to the Minister of Munitions, "who may withhold his consent." Held not necessary that Minister notify his non-consent, it being enough that he has not given consent. "By the phrase withhold his consent is meant the negative attitude of not giving his consent. There is a difference between withholding consent and expressing dissent. A person withholds his consent by not giving his consent."

1915 Act, s. 4
(2).

Justice Atkin.

Morris v. Rudge, Whitworth, Limited, 1917,
E.A.R., vol. ii., p. 107

A firm made a certain description of lamp, the work being done by men by hand. The firm became a controlled establishment, and the method of work was changed, parts being made by specially introduced machinery, and women employed to assemble the parts. Workmen com-

* See Order 1096 (issued after this book printed), p. 336.

plained against the employers that they had contravened section 4 of 1915 Act, in respect (1) they had changed the rate of wages of a class of employees; (2) they had (a) adversely affected the rate of wages customarily paid for the job; (b) they had failed to record a change of working conditions, consequent upon the establishment becoming a controlled establishment, (c) they had failed to notify a change of working conditions. The local tribunal acquitted the employers on charges (1) and (2) (a), there having been no change in the rate of wages of a class of persons employed, but held that there had been a change of working conditions, which the employers had failed to record and notify, and the employers were therefore convicted on charges (2) (b) and (2) (c). Appeals against these decisions were dismissed. "The first charge turns upon the construction of section 4 (2) of the 1915 Act . . . I think that the construction adopted by the munitions tribunal is the correct one. This was not a change in the rate of wages of a class of persons employed in the defendants' establishment, but a change in the class of persons employed, without reference to their rate of wages. It is not suggested that the men who were formerly employed in making the lamp received less wages, or a different rate of wages, and it is not suggested that the women who were employed in making the lamp had their rate of wages changed. Therefore it appears to me that the charge fails, because the case was not brought within the provisions of the section. . . . The tribunal found that it was not clearly proved that the rates of wages customarily paid for the job were adversely affected by the introduction of female labour. In my view, the adverse affecting of the rates customarily paid for the job is not established merely by proving that women are paid a piece rate, which, if paid to the men, would have given them more than the women earned under the same piece rate. It is necessary to show that the piece rate paid to the women for the work done is a lower rate of pay than the men would have got, if they had been paid what was customarily paid to the men for the job; in

Justice Atkin.

“other words, it is necessary to *compare* the rate paid to
 “the women with the rate that would have been paid to the
 “men One has not got the two terms, and it is impossible
 “to say therefore whether or not the wages of the men
 “are adversely affected It is a question of fact. . . .
 “The tribunal, having heard evidence, have come to the
 “conclusion that the change in question was a departure
 “from previous practice, even if the work were regarded as
 “purely commercial. There is no doubt that, if that finding
 “stands, it is a question of fact, which would justify the
 “conviction under article 6 of the Second Schedule ” (for
 not keeping a record of the change).

*Birmingham Sheet Metal Workers, &c ,
 Society v. Collins, Limited, 1918, E A.R.,
 vol. iii , p. 26.*

VIII. WORKING DAYS.

Workmen were held entitled to leaving certificates where,
 against the workmen's desire, works had been closed by
 employers for holidays, at a time when it had been usual
 in pre-war times to close, but which the Government had
 recommended should this year not be regarded as holidays.

*Merry & Cuninghame v. Paterson, &c , 1916,
 S A R vol. i., p. 28.*

Where the bulk of the workmen had concurred in works
 being closed for holidays, the employers were held not to
 have acted unreasonably in refusing to grant leaving certi-
 ficates to a small minority who desired to continue at work.

*Associated Ironmoulders v. Atlas Foundry
 Company Limited, 1916, S.A.R., vol. i ,
 p. 43*

Days substituted by the Government as postponed holidays
 in lieu of the customary holidays were held not “working

332 APPEAL TRIBUNALS' DECISIONS.

"days," and so workmen not entitled to obtain leaving certificates or compensation in respect of the works being closed on these days.

Abbott & Rea v. Cammell, Laird & Co., 1916,
E.A.R., vol. i., p. 199.

Held that "days" in section 5 (2) of the 1916 Act meant working days under normal circumstances, as contrasted with Sundays and recognised holidays; but "working days" is not limited to days on which an establishment is actually working, and may include days when for some purpose the works have to be closed.

Bennett v. King's Norton Metal Company, Limited, 1916, E.A.R., vol. i., p. 114

Justice Atkin. In section 5 (2) of the 1916 Act "days" was held to mean working days, and "working days mean working days "under normal circumstances, and would exclude days which "by custom in the district are treated as a general holiday, "but would include days upon which the establishment is "shut down either by the deliberate act of the employer "or workmen, or by inevitable accident. It appears to me "that the days upon which work would be normally done but "for the weather are working days."

Dodds and Others v. Thomson & Son, Ltd,
1917, E.A.R., vol. ii. p. 63.

IX. STATUTORY ORDERS—DATE OF OPERATION.

In virtue of his powers under section 6 of the 1916 Act, the Minister of Munitions made an order at 8th April, 1917, giving directions as to remuneration of female workers in establishments set forth in Second Schedule. But the Second Schedule was blank when the order was issued, and it was not till 27th June that the employers received a circular

letter covering the order. Upon a complaint by rubber workers that the directions had not been given effect to in the establishment, the local tribunal scheduled the workers into several groups, one of which contained the names of a few who had not received the specified rates of pay *after* 27th June, and in respect of this group only convicted the employers and imposed a modified penalty. In a written judgment the chairman of the local tribunal said, "The Sheriff Fyfe. " argument submitted for the claimants was based upon the " assumption that order 492 had the effect of an Act of Parliament. But it is not an Order in Council. It is a Departmental direction, for what section 6 (1) of the 1916 Act " empowers the Minister of Munitions to do is to give *directions* " as to remuneration. No doubt it says that the wages " set forth in the First Schedule shall take effect from 8th " April, in the establishment named in the Second Schedule. " But that Second Schedule was blank. Had respondents " furnished themselves with the print of the order when it " was promulgated in April, there was nothing in it to inform " them whether the directions in it applied to their establishment or not. It does not enumerate any establishments. " It does not even define a *class* of workers. There is nothing " to indicate that the directions apply to rubber works. The " order obviously contemplates that something more will " follow its publication. In practice what does follow is that " the owner of each establishment to which the directions are " to apply gets a copy of the order, with a covering letter " from the Ministry, bringing his establishment into Schedule " II, of the order. Before a person can obey 'directions,' " these must be given to him. These directions, as it " happens, were to pay increased wages, but it might have " been the opposite. If it had, could the employers have " demanded repayment from the workers of the excess paid " them between 8th April and 27th June? It is thought " not. Then no more can the workers demand payment back " to 8th April. The whole matter is not free from difficulty, " but, as a reasonable interpretation of such orders, this " tribunal is of the opinion that the date at which these " 'directions' became applicable to the complainers was the

Lord Hunter.

“date at which their employers were ‘directed’—that is
 “27th June.” On appeal, the conviction was confirmed,
 but the appeal judge held that the directions in the order
 retrospectively applied to all the workers in the establishment
 who had entered *at or after 8th April*, the date of the
 order “The point involved appears to me to raise a ques-
 “tion of construction of the terms of the order, and the
 “terms of the statutory enactments under which the order
 “was pronounced by the Minister of Munitions. In terms
 “of section 6 (1) of the Act of 1916, it is provided that
 “the Minister of Munitions shall have power by order to give
 “directions as to the rate of wages, or as to the hours of
 “labour, or conditions of employment, of the female workers
 “employed on munitions work There is nothing to indicate
 “that the Minister may not make a direction as to wages
 “which is to be effective as from a date previous to the
 “actual intimation of the order to the employers of the
 “workers affected. Sub-section 2 of the same section pro-
 “vides that any directions by the Minister under the section
 “shall be binding on the owner of the establishment, and
 “any non-compliance therewith shall be punishable in like
 “manner as if the order in which the direction is contained
 “was an award made in settlement of a difference under
 “Part I. of the principal Act, *i.e.*, the Munitions Act, 1915.
 “By section 1 (4) of that Act it is expressly provided that the
 “award shall be binding on employers and employed, and
 “may be retrospective, and if any employer or person em-
 “ployed thereafter acts in contravention of or fails to comply
 “with the award, he shall be guilty of an offence under the
 “Act If the Minister of Munitions has power, as I think
 “he has, to direct an employer as to the rate of wages to
 “be paid to women engaged on munitions work, which will
 “be retrospective in effect, the only question is whether the
 “circular letter had such effect. I do not think the terms
 “of the letter doubtful or ambiguous. It points out to the
 “respondents that the order 492 operates as from 8th April,
 “1917, and compulsorily applies to their establishment the
 “rates provided in the First Schedule thereto The re-
 “spondents were therefore bound to pay all workers affected

"by the order, employed by them subsequent to 8th April, 1917, the rates fixed by the schedule. Failure to comply therewith is punishable as an offence."

Scott and Others v M'Lellan & Co, 1918,
S.A.R., vol. i., p. 134.

X. TRADE RULES OR CUSTOMS.

A firm of engineers, before the war, had run their works on non-union labour, and they required every workman who entered their service to sign an undertaking that he would not join a union whilst he remained in their employ. In November, 1915, they became a controlled establishment. One of their workmen joined a union, and they dismissed him. The workman brought a complaint against them for attempting to induce their employees to comply with the rule not to join a union. It was held that this fell within section 4 (3), the rule in regard to not joining a union being one which might restrict employment "It seems to me immaterial whether or not the rule is imposed from within or without—whether it is a rule made in the establishment to control people when they are in the establishment, or by a contract before they entered the establishment. The words 'restrict employment' are general words, and if there is a rule which does tend to prevent workmen from entering employment who otherwise could reasonably be employed, that rule is in my opinion a rule which tends to restrict employment." Justice Atkin.

A question was raised in this case as to whether the fact of the restrictive rule having been matter of contract agreement took it outside the scope of what the Act calls a "rule practice or custom not having the force of law." It was held that it did not. "I think that these words were intended to cover rules and practices which in fact had operation in particular works by reason of contract whether express or implied. These rules and practice were rules and

Justice Atkin.

336 APPEAL TRIBUNALS' DECISIONS.

“ practices which had not the force of law within the meaning
“ of the section Some rules and practices are so much in
“ restriction of labour or trade that they are not enforceable
“ by law because they are contrary to public policy, but it
“ would be going a long way to say that a great many of the
“ accepted restrictions prevailing in industrial establishments
“ were unenforceable by reason of being in restraint of trade,
“ and I cannot believe that the words not having the force
“ of law were intended to mean being unenforceable at law.
“ Some meaning, however, must be given to the words not
“ having the force of law. There is no doubt that there
“ are rules made by the Board of Trade and by other authori-
“ ties under the Factory Acts and otherwise which have
“ statutory authority, and which tend to restrict production
“ and employment in the sense that I have mentioned. I
“ think that the words not having the force of law must
“ be used in contradistinction to such rules; in other words,
“ I think they mean not having statutory authority.”

Gullet v. Benthall & Co., Limited, 1916,
E.A.R., vol. i., p. 86.

MUNITIONS OF WAR.

EXEMPTION OF PERSONS ENGAGED IN MANUAL LABOUR ON BUILDING WORK.

ORDER OF THE MINISTRY OF MUNITIONS, DATED AUGUST 19,
1918, UNDER SECTION 3 OF THE MUNITIONS OF WAR ACT,
1917 (7 & 8 GEO 5, c. 45).

The Minister of Munitions in pursuance of the powers conferred upon him by Section 3 of the Munitions of War Act,

MANUAL LABOUR ON BUILDING WORK. 337

1917, and of all other powers him hereunto enabling, hereby makes the following Order:—

1. Persons engaged in manual labour on building work as defined in the Schedule hereto (being munitions work or work in connection therewith) are hereby exempted from the provisions of Section 3 of the Munitions of War Act, 1917, on the ground that the circumstances of their employment are such that the provisions of the said section ought not to apply to them.

2 This Order is made in substitution for the Order of the Minister, dated the 9th April, 1918 (Statutory Rule and Order, 1918, No. 441), exempting workmen employed in the building trade from the said section, which Order is hereby revoked.

The Schedule.

In this Order the expression " building work " means:—

- (a) The construction, alteration or repair of works of construction and buildings for naval and military purposes, and of buildings in which munitions work is or is intended to be carried on
- (b) The erection of houses for the accommodation of persons engaged or about to be engaged on munitions work.
- (c) The construction, alteration, repair or maintenance of docks and harbours and work in estuaries in cases where such construction, alteration, repair, maintenance or work is certified by the Admiralty to be necessary for the successful prosecution of the war
- (d) The erection of buildings required for the supply of light, heat, water, power or tramway facilities in cases where the Minister of Munitions certifies that such supply is of importance for the purpose of carrying on munitions work

- (e) The construction, reconstruction, alteration, repair, decoration or demolition of buildings, railroads, docks, harbours, canals, embankments, bridges, tunnels, piers, and other works of construction and engineering in all cases in which such construction, reconstruction, alteration, repair, decoration or demolition is munitions work or work in connection therewith

Dated this 19th day of August, 1918

Signed on behalf of the Minister of Munitions,

J. E. Masterton Smith,

Assistant Secretary.

Ministry of Munitions,
6 Whitehall Gardens,
London, S W.1.

INDEX.

INDEX.

ABSENCE FROM WORK :

	PAGE
Excuses for—Appeal decisions, - - -	298-300

<i>Abbott and Rea v. Cammell, Laird & Co.</i> (meaning of working days), - - -	331
--	-----

ADMIRALTY .

May regulate rates in payment by results systems, shipbuilding and repairing yards, - -	86
May regulate conditions of semi-skilled and unskilled labour in docks used by Admiralty, -	95
<i>Alderson v. Smith</i> (meaning of "employed"), -	277
<i>Amalgamated Society of Carpenters and Joiners v. Ramage & Ferguson</i> (meaning of "ship repairing"), - - -	313

AFTER-WAR POSITION

Not to be prejudiced by Schedule II, - -	109
--	-----

APPEAL TRIBUNALS .

Constitution of, - - -	63, 101
Abstract of decisions of, - - -	270-336

APPEAL TRIBUNAL RULES :

England—Wales—Ireland, - - -	167-174
Scotland, - - -	175-183

APPREHENDED "DIFFERENCE":

	PAGE
May be referred to arbitration, - - -	77

APPRENTICESHIP:

In relation to Munitions Acts, - - -	271
Meaning of "completed," - - -	272

ARBITRATION

The scheme in general terms, - - -	10-15
Statutory enactments, - - -	77-82
Classes of Arbitration Tribunals, - - -	108
"Differences" referable, - - -	10, 82
Form of award, - - -	13, 274
Meaning of "award," - - -	11
Extension of awards, - - -	12, 79
Extension by Royal Proclamation, - - -	82
Minister of Labour may make Regulations, -	78

ARBITRATION ACT, 1889:

Does not apply to Munitions Acts, - - -	81
---	----

ARMY RESERVE MUNITIONS WORKER:

Memorandum as to employment of, - - -	225-238
---------------------------------------	---------

ASSESSORS:

In Munitions Tribunals, - - -	101
-------------------------------	-----

<i>Associated Ironmoulders v. Atlas Foundry Company,</i> <i>Limited</i> (meaning of holidays), - - -	331
---	-----

AVERAGE WEEK'S WAGES:

Meaning of, - - -	314
-------------------	-----

INDEX.

343

AWARD.

	PAGE
May be retrospective, - - - - -	78
Penalty for not observing, - - - - -	99
May be applied to trade generally, - - - - -	79
But conditions of labour to continue meantime, -	82
National award—1st March, 1917, - - - - -	245
National award—14th July, 1917, - - - - -	251
National award—6th November, 1917, - - - - -	253
National award—5th March, 1918, - - - - -	256
Piece workers' bonus order, - - - - -	258
Trade agreement, periodical revision, - - - - -	248

BADGES :

Rules may be made by Minister, - - - - -	95
Penalty for infringement, - - - - -	265

<i>Baston v. Minister of Munitions</i> (absence from work),	300
<i>Bayliss v. Worsey, Limited</i> (meaning of "Munitions work"), - - - - -	283
<i>Beardmore & Co., Limited v. Mullar</i> (suspension of work), - - - - -	315, 319
<i>Bennett v. King's Norton Metal Company</i> (meaning of working days), - - - - -	332
<i>Briggs v. L and S.-W. Railway</i> (meaning of "Munitions work"), - - - - -	280
<i>Birmingham Sheet Metal Workers v. Collins</i> (change of working conditions), - - - - -	329

BOARD OF TRADE :

Certificate by of reported difference is evidence,	81
--	----

BONUS :

	PAGE
Meaning of, - - - - -	306
Minister may grant to time workers, - -	80
<i>Boyd and Forrest v Clunie</i> (meaning of standard rate of wages), - - - - -	307

BUILDING WORK :

When " Munitions work," - - - - -	105
-----------------------------------	-----

BUILDING TRADE :

Meaning of, - - - - -	325
<i>Collins v. Brazil, Straker & Co.</i> (meaning of bonus),	306

CHANGE IN RATE OF WAGES, &c :

Consent of Minister required in Controlled Establishment, - - - - -	83
Meaning of consent, - - - - -	329
Effect of consent withheld, - - - - -	84
Penalty for making change, - - - - -	84, 261
Notice of proposed change to be given, - -	109
Except in shipbuilding where payment by results fixed by Admiralty, - - - - -	86

CHILDREN'S ACT, 1903 :

Factory owner not relieved from provisions of,	95
--	----

COMMITTEE ON PRODUCTION :

Constitution of, - - - - -	5
May be Arbitration Tribunal, - - - - -	108
Memorandum by, - - - - -	239-260

COMPANY OFFENCE :

	PAGE
Directors, manager, secretary liable for, - -	102

COMPENSATION FOR DISMISSAL WITHOUT NOTICE :

Must be timeously claimed, - - - -	293
Meaning of week's wages, - - - -	303
Exceptions to week's notice requirement, -	93

COMPLAINT

Form of, - - - - -	149, 159
Re-hearing, - - - - -	64
Appeal decisions concerning, - - -	289-294

CONTROLLED ESTABLISHMENT.

Scheme of, - - - - -	54
Effect of control, - - - - -	56
Statutory authority to control, - - -	83
Part establishment may be controlled, - -	88
Statutory enactments regarding, - - -	82-89
Excess profits go to Exchequer, - - -	83

<i>Clyde Trustees v Mackenzie, &c.</i> (Order 1061, 12½ per cent), - - - - -	287
<i>Colley v. Minister of Munitions</i> (absence from work),	298

CONSENT OF MINISTER :

Meaning of, - - - - -	329
Effect of consent withheld, - - - -	84
Penalty for making change of wages without consent, - - - - -	261

	PAGE
<i>Consterdine v. Armstrong, Whitworth & Co.</i> (meaning of week's wages), - - - -	303

COURT OF ARBITRATION :

Constitution of, - - - - -	108
<i>Cowieison v. M'Guiness</i> (meaning of building trade), -	325
<i>Curnock v. Butler</i> (meaning of standard rate of wages),	308

DEFENCE OF REALM REGULATIONS :

Minister's powers under, - - - -	74, 95
----------------------------------	--------

DEMARCATIION RESTRICTIONS :

Relaxation of not to adversely affect rates, -	109
Record to be kept, - - - - -	109

DETERMINATION OF SERVICE CONTRACT :

Meaning of, - - - - -	27, 43
Statutory enactment, - - - - -	93
Appeal decisions concerning, - - -	314-325
Penalty for determining without week's notice, -	93
Exemptions to week's notice, - - - -	93

DIFFERENCE :

Meaning of, - - - - -	11, 15
When it exists, - - - - -	273
Apprehended difference may be referred, -	11, 77
To be settled without stoppage of work, - -	109
To be reported to Minister of Labour, - -	11

INDEX.

347

DILUTION OF LABOUR.

	PAGE
Purpose, - - - - -	47
Minister may regulate conditions, - - -	86
Probation period for women, - - -	191
Remuneration of semi-skilled and unskilled labour, - - - - -	185-188
Remuneration of female labour, - - -	189-202
Not to prejudice workers or unions after the war,	108
Minister may regulate conditions of labour, - -	86

DILUTION COMMISSIONERS

Duties of, - - - - -	47
----------------------	----

DISCONTINUOUS OR TEMPORARY EMPLOYMENT:

Meaning of, - - - - -	313
-----------------------	-----

DISMISSAL WITHOUT NOTICE:

When week's notice not required, - - -	93
Assessment of penalty for dismissal, - - -	315

DOCKS.

If certified, work at is "Munitions work," -	105
--	-----

DOCUMENTARY EVIDENCE ACTS:

Apply to Munitions Acts, - - - - -	104
<i>Dodds v Thomson & Son</i> (meaning of working days),	332
<i>Donaldson v. Kearns & Co.</i> (meaning of "completed" apprenticeship), - - - -	272
<i>Dougherty v. Harland & Wolff, Limited</i> (meaning of award), - - - - -	275
<i>Doulton & Co v. Stewart</i> (work during notice week),	316

EMPLOYMENT :

	PAGE
Meaning of "employed," - - -	276-279
Priority of after the war, - - - -	109
Of Munitions worker on non-Munitions work re- quires Minister's consent, - - - -	91
Penalty for employing, - - - -	92

ENGINEERING .

Meaning of in Order, 14th July, 1915, - -	281
---	-----

EVIDENCE, - - - - -	295-296
---------------------	---------

EXCESS PROFITS .

Statutory enactments, - - - -	83, 88
-------------------------------	--------

EXEMPTIONS .

From giving week's notice, - - - -	93
From change of working conditions prohibition, -	85

EXTENSION OF ARBITRATION AWARDS

Statutory enactments for, - - - -	79
-----------------------------------	----

FACTORY AND WORKSHOPS ACTS

Owner not relieved from provisions of, - -	95
--	----

FAIR WAGES .

Meaning of, - - - - -	53, 304
-----------------------	---------

<i>Fagan v. National Projectile Factory</i> (disobeying lawful order), - - - - -	300
---	-----

INDEX.

349

	PAGE
<i>Fairfield Shipbuilding Company v. Richmond</i>	
(women's remuneration), - - - -	292

FALSE STATEMENT.

Penalty for making, - - - -	98
-----------------------------	----

FEMALE LABOUR :

Minister may regulate payment for, - - -	94
Penalty for not observing his orders, - - -	94
Time workers' rates, - - - -	190
Piece workers' rates, - - - -	192
Remuneration of, - - - -	94
Consolidated order, - - - -	190-201

FINES

Recovery of, - - - -	93, 151, 161
----------------------	--------------

<i>Foden v Jacquet, Maurel, & Candac, Limited</i>	
(meaning of temporary employment), -	314
<i>Foster v Bolton & Sons, Limited</i> (disobeying lawful order), - - - -	301

<i>George v. Larne Shipbuilding Company</i> (when " difference " exists), - - - -	273
<i>Gleaves v White & Poppe, Limited</i> (meaning of misconduct), - - - -	309
<i>Gloucester Railway Carriage Company v Trapp</i> (Sunday work), - - - -	302
<i>Gosnell v. Minister of Munitions</i> (absence from work), - - - -	298
<i>Guillet v Benthall & Co, Limited</i> (trade custom), -	335

	PAGE
<i>Harvey & Co., Limited v Saunders</i> (Order 1061, 12½ per cent), - - - - -	284
<i>Holes v. Day, Summers & Co</i> (meaning of ship repairing), - - - - -	313

HOLIDAYS :

Meaning of, - - - - -	331
Under dilution semi-skilled allowance holiday work same basis as skilled, - - - - -	186
<i>Hoyle v Harland & Wolff</i> (suspension of work), -	321

IMPRISONMENT :

Not competent for Munitions Act offence, - -	102
Exemptions, - - - - -	98

INFORMATION :

What Minister may require, - - - - -	96
Minister may appoint Inspectors, - - - - -	97
Inspector's powers, - - - - -	97
<i>Inglis & Co., Limited v. Walker</i> (form of complaint),	289

INSPECTOR :

Powers of, - - - - -	97
Penalty for obstructing, - - - - -	266
Must exhibit his appointment certificate, - -	98
<i>Kerr Bros v Straiton</i> (meaning of Munitions work),	283
<i>Kilby v. Ordnance Factories Supt</i> (meaning of mis- conduct), - - - - -	310

INDEX.

351

PAGE

Kinder v. Delta Metal Company, Limited (evidence
before Tribunal), - - - - - 295

Knight v. Navy and Army Canteen Board (meaning
of Munitions work), - - - - - 283

Lane v. Ordnance Factories Supt. (meaning of mis-
conduct), - - - - - 311

LAWFUL ORDER.

Meaning of, - - - - - 300-302

LEAVING CERTIFICATE.

History of, - - - - - 21-24

LOCK-OUT:

Definition of, - - - - - 104

Prohibition of, - - - - - 81

Penalty for taking part in, - - - - - 99

Lorimer v. Kerr & Sons (suspension of work), - 323

MACHINERY BREAKDOWN, - - - - - 322

Mallon v. Harland & Wolff (meaning of ship repair-
ing), - - - - - 312

MAN :

	PAGE
In women's wages orders, means a male eighteen years or over, - - - - -	200

MATERIALS :

Control of under Defence of Realm Regulations,	96
<i>Mayne v. Micanite, &c., Company, Limited</i> (meaning of "engineering"), - - - - -	281
<i>M'Guinness v. Bow, MacLachlan & Co.</i> (suspension of work), - - - - -	323
<i>M'Kie and Baxter v. Barrie</i> (apprenticeship), - - - - -	271
<i>M'Kelvie v. Harland & Wolff</i> (meaning of ship repairing), - - - - -	312
<i>M'Lean v. Yarrow & Co., Limited</i> (compensation not timeously claimed), - - - - -	293

MEDICAL CERTIFICATE .

Form of, - - - - -	210
Must be produced at time of absence, - - - - -	298
<i>Merry & Cunningham v. Paterson</i> (meaning of working days), - - - - -	331

MINISTER OF LABOUR :

Differences to be reported to, - - - - -	11
May refer to arbitration, - - - - -	12
May make regulations, - - - - -	78

MISCONDUCT :

Meaning of, - - - - -	309-311
-----------------------	---------

INDEX.

353

PAGE

<i>Morris v. Rudge Whitworth, Limited</i> (meaning of Minister's consent), - - - - -	329
<i>Mullins v. L., B. and S.C. Railway</i> (meaning of fair wages), - - - - -	304

MUNITIONS ACTS:

History of, - - - - -	1-7
Duration of, - - - - -	106
Purpose of, - - - - -	72
Combined Code, 1915-1917, - - -	77-109
Text of 1915 Act, - - - - -	111-125
Text of 1916 Act, - - - - -	126-139
Text of 1917 Act, - - - - -	140-146

MUNITIONS TRIBUNALS.

Constitution of, - - - - -	99-100
Decisions on jurisdiction of, - - -	284-287
Powers of General Tribunal, - - -	148, 158
Powers of Local Tribunal, - - -	148, 158
Decisions on procedure, - - - - -	294-298

MUNITIONS TRIBUNAL RULES.

England—Wales—Ireland, - - - - -	147-156
Scotland, - - - - -	157-166

MUNITIONS VOLUNTEERS:

Scheme, - - - - -	58-59
Form of agreement, - - - - -	222
Memorandum as to employment of, - - -	211-221
Statutory enactments, - - - - -	89-91
Protected against non-fulfilment prior contracts,	90
Penalty on employers in connection with, - - -	91

MUNITIONS WORK :

	PAGE
Meaning of, - - - - -	16-20
Statutory definition, - - - - -	104
Orders extending definition, - - - - -	203
Appeal decisions, - - - - -	279-284

MUNITIONS WORKER :

May not be employed on non-Munitions work with- out Minister's consent, - - - - -	91
Penalty for employing, - - - - -	92

NATIONAL AWARDS :

1st March, 1917, - - - - -	245
Relative trade agreement, - - - - -	248
14th July, 1917, - - - - -	251
6th November, 1917, - - - - -	253
5th March, 1918, - - - - -	256
Piece workers' Bonus Order, - - - - -	258

NET PROFITS

Ascertainment of, - - - - -	88
-----------------------------	----

NIGHT SHIFT ALLOWANCES :

Under dilution semi-skilled same basis as skilled men, - - - - -	186
---	-----

NON-UNION LABOUR :

For period of war, only if prior practice contrary, - - -	86
Restriction on change union to non-union, - - -	86

INDEX.

355

NOTICE :

	PAGE
Of change of working conditions to be given, -	109
Memorandum of procedure for notice and consultation, - - - - -	187

OFFENCES :

Schedule of, - - - - -	261-268
Statutory penalty, - - - - -	99
Directors, &c , liable also for company offence, -	102

ORDERING OF WORK REGULATIONS :

Abstract of, - - - - -	205-207
Prosecution by Minister only, - - - - -	87
Absence from work, - - - - -	66
Misconduct, - - - - -	68-70
Sunday work, - - - - -	69
Appeal decisions, - - - - -	298-302

ORDERS BY MINISTER :

To be obeyed, - - - - -	87
When become operative, - - - - -	332
Revocation of effect, - - - - -	88
Penalty for non-observance of, -	262-263, 264-265

OVERTIME ALLOWANCES :

Under dilution semi-skilled same basis as skilled men, - - - - -	186
--	-----

<i>Padgett v. Hornsby & Sons</i> (meaning of standard rate), - - - - -	307
--	-----

PART ESTABLISHMENT.

	PAGE
May be controlled, - - - - -	87
Board of Referees, - - - - -	88

PAYMENT BY RESULTS SYSTEMS:

Rates regulating not to be altered without Minister's consent, - - - - -	85
Not to be altered unless work methods changed, -	186
Women on same basis as men, - - - - -	192

<i>Payne v. Brazil, Straker & Co.</i> (meaning of mis- conduct), - - - - -	311
---	-----

PERSON EMPLOYED:

Meaning of, - - - - -	11
-----------------------	----

<i>Perris v Wolseley Motors, Limited</i> (meaning of "employed"), - - - - -	276
--	-----

PIECE WORKERS.

Rates not to be altered unless changed methods, -	186
Bonus order, - - - - -	258-260

PLANT:

Removal of, - - - - -	96
-----------------------	----

PRACTICE, CHANGE OF:

For period of war only, - - - - -	108
Not to prejudice workmen or unions, - -	108
Notice to be given, - - - - -	109
Record to be kept, - - - - -	109

INDEX.

357

PREMIUM BONUS SYSTEMS :

	PAGE
Elements regulating not to be altered without Minister's consent, - - - - -	85
Rates not to be altered unless work methods changed, - - - - -	186

PROBATIONARY PERIOD FOR WOMEN :

Regulation, - - - - -	191
-----------------------	-----

PROFITS .

Excess profits—statutory enactments, - -	88
Standard definition of, - - - - -	88
Ascertainment of, - - - - -	87-88

PROTECTION OF TRADE UNIONS

Effect of statutes, - - - - -	43-46
<i>Preston v. Knox</i> (meaning of Munitions work), -	282
<i>Proudler v. York. Copper Works, Limited</i> (form of award), - - - - -	274

RATES OR PRICES :

Not to be altered without Minister's consent, -	85
<i>Rawnsley v. Bradford Dyers' Association</i> (meaning of "employed"), - - - - -	278

REGULATION OF EMPLOYMENT :

Powers under Defence of Realm Regulations, -	96
--	----

REHEARING OF COMPLAINT :

Competency, - - - - -	65
-----------------------	----

REMOVAL OF PLANT :

Powers under Defence of Realm Regulations, -	PAGE 96
--	------------

RESTRICTION OF EMPLOYMENT :

Meaning of, - - - - -	335
<i>Ritchie, Graham & Milne v. Dougan</i> (procedure— employer absent), - - - - -	295
<i>Robinson & Co., Limited v. Kerr</i> (procedure— employer absent), - - - - -	297
<i>Rodgers v. Menzies & Co.</i> (meaning of misconduct), -	310

ROYAL PROCLAMATION :

May apply Part I. of Munitions Act to any industry, - - - - -	82
--	----

RULES :

Munitions Tribunals, - - - - -	147-166
Appeal Tribunals, - - - - -	167-183

RULES PUBLICATION ACT, 1893 :

Munitions Act Rules, not under, - - - - -	103
<i>Rutter v. Henley's Telegraph Works, Limited</i> (noti- fication of complaint), - - - - -	290

<i>Sabin v. British Thomson-Houston Company</i> (mean- ing of fair wages), - - - - -	306
<i>Sandberg v. Dawnay & Sons, Limited</i> (meaning of Munitions work), - - - - -	281

INDEX.

359

SCHEDULE II. OF 1915 ACT.

	PAGE
Owner of Controlled Establishment deemed to have accepted, - - - - -	85
Penalty for contravening, - - - - -	99
<i>Scott v. M'Lellan</i> (date of operation of Orders), -	332
<i>Scottish Iron and Steel Company v. Hands</i> (evidence before Tribunal), - - - - -	296
<i>Scottish Tube Company, Limited v. M'Gillivray</i> (evidence before Tribunal), - - - - -	296

SEMI-SKILLED AND UNSKILLED LABOUR :

Minister may regulate conditions, - - - - -	86
Admiralty may regulate in docks used by them, -	95
To get skilled men's rates for identical work, -	185
Skilled men not to be displaced by, unless other skilled work offered, - - - - -	185

SERVICE CONTRACT :

Not to be determined without week's notice or week's wages, - - - - -	27-43, 93
Penalty for non-observance average week's wages, -	93
Meaning of week's wages, - - - - -	303
Suspension of work not determination, - - - - -	39, 318

SETTLEMENT OF LABOUR DIFFERENCES :

Statutory enactments, - - - - -	77-80
---------------------------------	-------

<i>Shaw v. Lincoln Waggon Company, Limited</i> (meaning of "Munitions work"), - - - - -	279
---	-----

SHELL AND FUSES AGREEMENT, - - - - - 5

Shell fuses—Time ratings in dilution, - - - - -	186
---	-----

	PAGE
<i>Shelton Iron and Steel Company v. Hassall</i> (form of complaint), - - - - -	294

SHIPBUILDING YARDS :

Admiralty regulate rates in payment by results, -	86
---	----

SHIP-REPAIRING -

Meaning of, - - - - -	312-313
-----------------------	---------

SPECIAL ARBITRATION TRIBUNAL :

Power to constitute, - - - - -	80
Constitution of, - - - - -	13
Powers of, ' - - - - -	13
Statutory enactments regarding, - - - - -	80-81
Female Representative, - - - - -	81

STATUTORY OFFENCES

By employers, - - - - -	261-264
By workmen, - - - - -	265
By any person, - - - - -	266
Defence of Realm Regulations, - - - - -	266-268

STATUTORY ORDERS :

Date of operation of, - - - - -	332
---------------------------------	-----

STATUTORY RULES

To be laid before Parliament, - - - - -	103
---	-----

<i>Stierlin v. Gen. Stores, &c., Co</i> (suspension of work),	318
---	-----

STOPPAGE OF WORK :

Differences to be settled without, - - - - -	109
--	-----

INDEX.

361

PAGE

<i>Stothert & Co., Limited v. Hooper</i> (absence from work), - - - - -	299
---	-----

STRIKE :

Definition of, - - - - -	104
Prohibition of, - - - - -	81
Penalty for taking part in, - - - - -	8

SUNDAY WORK.

Absence from not punishable, - - - - -	302
Under dilution semi-skilled same as skilled men, - - - - -	186

SUSPENSION OF WORK :

Is not determination of contract, - - - - -	27, 318-325
---	-------------

<i>Swales v. G E. Railway Company</i> (second complaint incompetent—no change circumstances), - - - - -	291
---	-----

<i>Taylor v. Osborn</i> (meaning of week's wages), - - - - -	303
--	-----

TEMPORARY EMPLOYMENT :

Meaning of, - - - - -	313
-----------------------	-----

TEXT OF MUNITIONS ACTS

Combined Acts 1915, 1916, 1917, - - - - -	77-109
1915 Act, - - - - -	111-125
1916 Act, - - - - -	126-139
1917 Act, - - - - -	140-146
1 B	

	PAGE
<i>Thomson v Toolmakers, &c., Limited</i> (procedure— employer absent), - - - - -	298
<i>Thornycroft & Co, Limited v. Stenhouse</i> (Sunday work), - - - - -	302

TIME WORKERS' BONUS :

Minister's powers to grant, - - - - -	51, 80
Statutory enactments, - - - - -	80
For war period only, - - - - -	80
Appeal decisions on Order 1061 (12½ per cent.),	284-289

TRADE CUSTOMS .

Suspension of during war, - - - - -	45, 84
Meaning of restricting employment, - - - - -	335
Board of Trade or Arbitration Tribunal decide what is custom, - - - - -	84

TRAMWAYS .

If certified, Munitions work, - - - - -	105
---	-----

TRADE UNIONS :

Protection of, - - - - -	43, 46
Workman not to be dismissed for being member of, - - - - -	94
Penalty for so dismissing, - - - - -	94
Penalty may be awarded to workman, - - - - -	94

TRIBUNALS

Munitions Tribunals, - - - - -	60
Appeal Tribunals, - - - - -	63
Appearance by letter, - - - - -	64, 296
Arbitration Tribunals, - - - - -	108
Special Arbitration Tribunals, - - - - -	80

INDEX.

363

VEXATIOUS PROCEEDINGS.

	PAGE
Costs in, - - - - -	103

VOLUNTEER (MUNITIONS).

Statutory enactments, - - - - -	89-90
Memorandum as to employment of, - -	211-223
Penalty on employer regarding, - - -	90-91

WAGES.

Remuneration of semi-skilled and unskilled labour, - - - - -	185
Remuneration of female labour, - - -	189
Dilution not to prejudice rates, - - -	109
Change of rate requires Minister's consent, -	83
Meaning of week's wages, - - - - -	303
Meaning of fair wages, - - - - -	53
Meaning of standard rate, - - - - -	307-308
Meaning of average week's wages, - - -	314

<i>Wagh v Duncansons, Limited</i> (breakdown of machinery), - - - - -	322
---	-----

WEEK'S NOTICE:

Employment during the week, - - - - -	316
---------------------------------------	-----

<i>Whittingham v. New Liverpool Rubber Company</i> (meaning of "employed"), - - -	277
---	-----

WOMEN'S WORK :

	PAGE
Female on Arbitration Tribunal, - - -	81
Remuneration order, - - - -	189-201
Effect of order, - - - - -	49
"Woman" means female eighteen or over, -	200
Remuneration for work prior to war done by men, - - - - -	190-193
Remuneration for work prior to war not recog- nised as men's work, - - - -	193-194
Remuneration for woodwork processes other than Aircraft, - - - - -	195
Remuneration for Aircraft work—(a) woodwork process, - - - - -	196
Remuneration for Aircraft work—(b) sheet metal work, - - - - -	197
Remuneration for (c) general Aircraft work, -	198
General provisions, - - - -	198-201

WORKING CONDITIONS

Meaning of change of, - - - - -	329
Notice of change of, - - - - -	329

WORKING DAYS :

Meaning of, - - - - -	26, 331-332
-----------------------	-------------

WORKMAN :

Definition of, - - - - -	106
--------------------------	-----



Lightning Source UK Ltd.
Milton Keynes UK
UKHW02F1911170518

322795UK00005B/320/P



9 781362 125754

This work has been selected by scholars as being culturally important, and is part of the knowledge base of civilization as we know it. This work was reproduced from the original artifact, and remains as true to the original work as possible. Therefore, you will see the original copyright references, library stamps (as most of these works have been housed in our most important libraries around the world), and other notations in the work.

This work is in the public domain in the United States of America, and possibly other nations. Within the United States, you may freely copy and distribute this work, as no entity (individual or corporate) has a copyright on the body of the work.

As a reproduction of a historical artifact, this work may contain missing or blurred pages, poor pictures, errant marks, etc. Scholars believe, and we concur, that this work is important enough to be preserved, reproduced, and made generally available to the public. We appreciate your support of the preservation process, and thank you for being an important part of keeping this knowledge alive and relevant.



9 781362 125754